

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Uniform Health Facilities Discharge Data System (UHFDDS)
DHHS - RFP 2016-024

Department of Health and Human Services

**Uniform Health Facilities Discharge Data System
(UHFDDS)**

RFP 2016-024

RFP ISSUED.....9/23/2015

VENDOR CONFERENCE.....9/30/2015, 2:00 PM ET

AT: Teleconference

STATE POINT of CONTACT..... Caroline Trexler
(603) 271-9062

Email: caroline.m.trexler@dhhs.state.nh.us

CONTRACT TYPE.....Firm Fixed Price/Not to Exceed

PROPOSALS DUE.....10/23/2015, 2:30 PM ET

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1. INTRODUCTION

The State of New Hampshire, acting through the New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS), Bureau of Public Health Statistics and Informatics (BPHSI) is releasing this Request for Proposals (RFP) to solicit Proposals to provide Services as the agent of DHHS for collection, processing, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data by providing a Uniform Health Facilities Discharge Data System (UHFDDS). State of New Hampshire law RSA 126:27 and Administrative Rule He-C 1500 requires that all licensed health care facilities electronically provide their claims Data to DHHS. The UHFDDS has been in operation since 1986 and currently contains de-identified medical and billing hospital discharge claims from thirty-two (32) reporting facilities, comprised of twenty-six (26) Acute Care Hospitals and six (6) Specialty Hospitals. The Vendor must have used the proposed technical Solution and provided the required Services to at least one (1) government entity comparable in size and complexity to the State of New Hampshire within the last three (3) years.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract not to exceed \$250,000 for the development/implementation portion of the Contract in Contract Year 1, ending 9/30/16, with Ongoing Operations and Technical Support Services to commence in Contract Year 2. If an award is made, it shall be made based upon evaluation of the submitted Proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.1.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

1.2 Contract Term

Time is of the essence in the performance of a Vendor's obligations under the Contract.

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The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial Term will begin on the Effective Date and extend through a five (5) year initial engagement. The Term may be extended up to five (5) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended Term, up to but not beyond September 30, 2025.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

1.2.1 Contract Negotiations and Unsuccessful Bidder Notice

1.2.1.1 If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

1.2.1.2 In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the Contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

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1.3 Project Overview

The Department of Health and Human Services has the need to collect Health Care Facility Discharge Data as required under State law RSA 126:25. The State envisions that the final Solution will involve a secure web presence where hospitals can upload their 837-i formatted Data files. Uploaded files will be validated for structure, and the Data itself will be validated against acceptable ranges of values appearing in the appropriate fields. The Vendor, under the general leadership of the Project Manager and in consultation with the DPHS Hospital Liaison, will work with the hospitals to correct any errors encountered. The Vendor will then create Data files that meet the standards established by the State and will upload these files to a designated location.

The Solution for submission of hospital Data, consisting of the following steps:

- 1) validating file structure, contents, completeness
- 2) providing an error correction solution for the hospitals (either a web-based tool or a manual process)
- 3) consolidating (aggregate) the Data
- 4) creating standardized claim records
- 5) creating discharge records per rule
- 6) submitting the required Data to the State, including extracts, in the required format(s)
- 7) ensuring the State receives the original files submitted by the hospitals
- 8) communicating progress to the State
- 9) supporting hospitals in submission and validation and error correction processes
- 10) protecting the Data in transit and at rest

The Vendor will provide the following:

- 1) On an ongoing basis, interact with hospitals and DPHS Hospital Liaison on regulations and submittal process
- 2) Ensure consistent de-identification of personal identifiers by the hospitals by supplying de-identification software or appliance (for such occasions as law and rules require de-identification);
- 3) Collect and process Data from hospitals:
 - o According to specifics of statute and rule, with an on-line tool, securely collect (via secure FTP, SSL, etc.), quality assurance test (Specifications to be developed by Vendor , approved by DHHS, and provided to hospitals), accept or reject, ensure compliance with reporting specifications, and give feedback on required Data submissions;
 - o Identify the need for, accept, and a process for replacement submissions;
 - o Maintain a system to allow test submissions from hospitals;
 - o Maintain and update annually hospital/Data element specific edit thresholds;
- 4) Track and communicate to DHHS overdue and otherwise non-compliant hospitals.

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- 5) Follow up with hospitals on Data issues and respond to questions and comments from hospitals;
- 6) Maintain on-line quality assurance audits for use by DHHS and hospitals;
- 7) Supply Dimension Tables to allow for labeling of coded Data elements (e.g., Zip Code);
- 8) Quarterly and as needed, provide Data sets to DHHS in agreed upon format, including replacements of any prior time periods for Data that has changed;
- 9) Maintain the results of all quality assurance edits by each hospital;
- 10) Produce, maintain, and publish complete Documentation of the Data sets including logic used to transform Data and create Derived Data Elements.

1.4 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H: *State of New Hampshire Terms and Conditions (P-37)*, *Contract Standard Language (Exhibits C-J)* and *General Contract Requirements* of this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	9/23/15	
Vendor Inquiry Period begins (on or about)	9/23/15	
Notification to the State of the number of representatives attending the Optional Vendor Conference	9/28/15	
Optional Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	9/30/15	2:00 PM ET
Vendor Inquiry Period ends (final inquiries due)	10/7/15	4:00 PM ET
Final State responses to Vendor inquiries	10/16/15	
Final date for Proposal submission	10/23/15	2:30 PM ET
Invitations for oral presentations	10/30/15	
Vendor presentations/discussion sessions/interviews, if necessary	Week of 11/2/15	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed	TBD	

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3. SERVICES, REQUIREMENTS AND DELIVERABLES

3.1 Solution(s) and Services

The State seeks the Services of a Vendor with an established Hospital Discharge Data Solution that can fully support the requirements and Deliverables contained within Appendix C: *System Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration*, compliance with requirements, current service experience, and proposed Project Team.

3.2.2 Appendix C: *Requirements and Deliverables* describing the scope of work and Deliverables.

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* describing the required Services, and technical, Services and Project Management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Health and Human Services (DHHS), no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Department of Health and Human Services
c/o Caroline Trexler
Contracts and Procurement
129 Pleasant Street
Concord, New Hampshire 03301
(603) 271-9062
Email: caroline.m.trexler@dhhs.State.nh.us

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Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services

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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Health and Human Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit **only one (1)** Proposal(s) in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and **six (6)** clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) copy of the *Exceptions to Terms and Conditions form* (as described in Appendix I: *Exceptions to Terms and Conditions*) signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- d. One (1) electronic copy on CD ROM or Flash Drive in MS WORD format.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

The price Proposal (one (1) original and three (3) clearly identified price Proposal copies) must be packaged separately from the original Proposal, labeled clearly and sealed.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Caroline Trexler,

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Uniform Health Facilities Discharge Data System (UHFDDS)
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Department of Health and Human Services
Contracts and Procurement
129 Pleasant Street
Concord, New Hampshire 03301
(603) 271-9062
Email: caroline.m.trexler@dhhs.state.nh.us

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the RFP State Point of Contact by email at the address listed above by the date specified in Section 2: *Schedule of Events*.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.1 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.3 Vendor Conference

A non-mandatory Vendor **tele-conference** will be held on the date and at the time identified in Section 2. *Schedule of Events*. The tele-conference number will be distributed along with an agenda to all Vendors in advance of the conference.

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All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of 3 representatives.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference to Caroline Trexler (caroline.m.trexler@dhhs.state.nh.us). No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

4.4 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.5 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.6 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.8 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

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4.9 Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.10 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract. Any information submitted as part of a response to this request for Proposals (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for Proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.11 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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4.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the Solution. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**

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- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of key Vendor staff
- **Section VII:** Price Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - ***required in original Proposal only***
- **Section IX:** Appendix
- **Section X:** Exceptions to State's Standards

4.18 Proposal Content

4.18.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RESPONSE TO DHHS RFP 2016-024

Uniform Health Facilities Discharge Data System (UHFDDS)

The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.18.2 Transmittal Form Letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____
Address _____

To: NH Department of Health and Human Services: Caroline Trexler
Telephone (603) 271-9062
Email: **caroline.m.trexler@dhhs.state.nh.us**
RE: Proposal Invitation Name: Uniform Health Facilities Discharge Data System (UHFDDS)
Proposal Number: DHHS RFP 2016-024
Proposal Due Date and Time: [October 23, 2015 at 2:30 PM ET](#)

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DHHS 2016-024 Uniform Health Facilities Discharge Data System (UHFDDS) at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2016-024 and any subsequent signed Addendum (a).

Our official point of contact is _____
Title _____
Telephone _____ Email _____
Authorized Signature Printed _____

Authorized Signature _____

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4.18.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.18.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.18.6 Section III: Responses to System Requirements and Deliverables

Solution and service requirements are provided in Appendix C: *Requirements and Deliverables*. Using the response tables in Appendix C, the Vendor must document the ability to meet the requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Proposed Service Solution, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which elaborate on critical aspects of the Proposal. Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.9 Section VI: Qualifications of Key Vendor Staff

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of Key Vendor staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for key Vendor staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.10 Section VII: Price Proposal

The Price Proposal must be accompanied by Budget Narrative which clearly defines the Data provided in Pricing Worksheets as follows:

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- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of Data provided;
- Operations Service Pricing prepared using the format provided in Table F-2 *Operations Service Pricing Worksheet*.
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of Data provided;

NOTE: SECTION VII PRICE PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum(a) - required in original Proposal only

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

4.18.13 Section X: Exceptions to State's Standards- This section must be used to provide exceptions in the Vendor's proposed Solution to State's Standards. The Vendor must provide the rational for the exception and a detailed explanation of how the proposed Solution will ensure exception will not adversely affect the integrity or security of the State's infrastructure of Operations system.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and price.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

300 points	Proposed Solution and Service;
150 points	Vendor's Technical, Service and Project Management Experience;
100 Points	Vendor Company
100 Points	Staffing Qualifications
350 Points	Solution Price
Total:	
1000 Points	Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

5.3.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal*

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Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Preliminary Scoring of Proposals

The State will establish an evaluation team to initially score Proposals.

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstrations will be limited to **3 hours** in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer

The State **will not** be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

5.3.5 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. Reference and background checks will be made for finalist or finalists as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.4.1 Scoring of the Solution and Services

The Vendor's Proposed Solution will be allocated a maximum score of **300** points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Table 5.4.1 Solution and Services Scoring Criteria

Scoring Criteria
Solution and Services Offered

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Roles and Responsibilities
Data Submission and Error Checking Methodologies
Claims Data Processing
User Interface & Ease of Use
Documentation
Risk and Issue Management
System Platform
Data and Process Quality Audits
Standards
Adherence C-2 Business Requirements

Information for these scores will be found in but are not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables**
Attachment C-2: Requirements, particularly business requirements
- **Proposal Section IV: Narrative Responses**
- **Vendor Presentation and Demonstration**

5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal

The Vendor's Proposed Technical, Service, and Project Management will be allocated a maximum score of **150** points. The main purpose of this section is to measure how qualified the Vendor is to Implement the Solution.

Table 5.4.2 Vendor Technical, Service, and Project Management Proposal Scoring Criteria

Scoring Criteria
Technical, Services and Project Management Experience
Security and Protection of Data
System Security & Hosted Environment
Backup and Recovery
Assurance of Business Continuity
Archiving
Coordination with State & Hospital Personnel and Training
Hospital and State User Training Approach
Outreach Approach
Project Execution
Implementation Approach
User Acceptance Testing
Project Management Competence
Status Meetings and Reports

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Work Plan
Ongoing Operations
Hospital Help Desk Support
Dedicated Vendor Support for the State
Transition Services

Information for these scores will be found in but are not limited to:

- **Proposal Section IV: Narrative Responses**
- **Proposal Section III: Responses to Requirements and Deliverables**
Attachment C-2 – Technical Requirements
- **Proposed Work Plan**
- **References**

5.4.3 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of **100** points. It must be established that the Vendor company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Table 5.4.3 Vendor Company Scoring Criteria

Scoring Criteria
Vendor Company
Time in Business
Experience with Product
Bench & Support Structure
References
Litigation / Financial

Information for these scores will be found in but are not limited to:

- **Proposal Section V: Corporate Qualifications**
- **References**

5.4.4 Scoring of Vendor Staffing Qualifications

Vendor Staff must have the training and experience to support the Vendor Company's plans to implement and support the System. Vendor Company qualifications will be allocated a maximum score of **100** points

Table 5.4.4 Vendor Staff Qualifications Scoring Criteria

Scoring Criteria
Vendor Staff Qualifications
Use of State Staff (Matrix)

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Staff Experience with Solution and Services
Composition of Vendor Team

Information for these scores will be found in but are not limited to:

- **Proposal Section VI: Qualifications of Key Staff**
- **Vendor Presentations**
- **References**

5.4.5 Scoring the Solution and Services Price

Vendor proposed Solution and Services Price will be allocated a maximum score of **350** points. The State will score the five year price of the Solution and Services, comprised of the following:

- the **year one** Implementation/ configuration prices which shall include all prices for Deliverables as provided in **Table F-1: Activities/Deliverables/Milestones Pricing Worksheet** inclusive of **Ongoing Operations and Technical Services**; and,
- the **years two through five Ongoing Operations and Technical Services Prices** as provided in **Table F-2: Ongoing Operations and Technical Support Pricing Worksheet**.

The price information required in a Proposal is intended to provide a sound basis for comparing prices.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR PRICE:

Vendor's Price Score=(Lowest Proposed Price/ Vendor's Proposed Price) times (X)

NUMBER OF maximum points for Solution prices defined in Section 5.1: Scoring Proposals.

For the purpose of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who fulfills the minimum qualifications.

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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network
Acute Care Hospital	A health care facility that is licensed by the State of New Hampshire under RSA 151:2 as a general hospital.
Addendum	An item of additional material, added to the RFP after it has been issued, but before the Proposal due date.
Appendix	Supplementary material that is collected and appended at the back of a document
Application Vulnerability Scanning	The use of a specialized software tool to scan software code to identify potential security issues.
Audit	To examine and verify various findings which provides the ability to view a record of activities related to the UHFDDS
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
BPHSI	Bureau of Public Health Statistics and Informatics
Bureau of Public Health Statistics and Informatics	A Bureau within the Division of Public Health Services.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Data	any information, other than information used to create anonymous or encrypted Data, that plainly discloses the identity of an individual, including, but not limited to, those Data elements specified in RSA 91-A:10, I(e).
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract

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Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking prices and payments, and representing the parties in all Contract administrative activities.
Contractor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this Project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, including the Hospital Discharge Data, that will be used /converted by the Vendor during the Contract Term
Data Request Form	Non-Confidential Data Request Form and Confidential Request: Application for Access to Confidential Vital Records Data for Health Related Research, available on the Health Statistics and Data Management web page
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow Solution to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p>

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	<p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on Solution, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Department of Health and Human Services	An agency of the State of New Hampshire
Derived Data Elements	A numeric or date field that derives its Data from the calculation of other fields.
DHHS	Department of Health and Human Services
Digital Signature	Guarantees the unaltered state of a file
Dimension Tables	Fact table containing standardized information such as zip codes.
Discharge Records	Discharge Data records created from claims from Acute Care and Specialty Hospitals for patients residing in New Hampshire.
Division of Public Health Services	A part of the NH Department of Health and Human Services
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DPHS	Division of Public Health Services, a part of the NH Department of Health and Human Services.
DPHS Hospital Liaison	The individual State employee within DHHS, who is responsible for: managing stakeholders' concerns; collaboration with the State's hospitals; and, point of contact with Massachusetts, Vermont, and Maine to

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	exchange out-of-State Data.
	The NH Department of Health and Human Services Enterprise Data Warehouse
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of Data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Enterprise Data Warehouse	In computing, a Data warehouse (DW or DWH), also known as an Enterprise Data Warehouse (EDW), is a system used for reporting and Data analysis. DWs are central repositories of integrated Data from one or more disparate sources.
ETL	In computing, Extract, Transform and Load (ETL) refers to a process in Database usage and especially in Data warehousing that: Extracts Data from homogeneous or heterogeneous Data sources. Transforms the Data for storing it in proper format or structure for querying and analysis purpose.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on Schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Extract Transform and Load	In computing, Extract, Transform and Load (ETL) refers to a process in Database usage and especially in Data warehousing that: Extracts Data from homogeneous or heterogeneous Data sources. Transforms the Data for storing it in proper format or structure for querying and analysis purpose.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
FTP	File Transfer Protocol (FTP) is a standard Internet protocol for transmitting files between computers on the Internet over

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	TCP/IP connections.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
HCUP	The Healthcare Cost and Utilization Project (HCUP, pronounced "H-Cup") is a family of health care Databases and related software tools and products from the United States that is developed through a Federal-State-Industry partnership and sponsored by the Agency for Healthcare Research and Quality (AHRQ).
Health Statistics and Data Management	A part of the Bureau of Public Health Statistics and Informatics.
Hospital Discharge Data (HDD)	Sometimes used in place of UHFDDS.
HSDM	The Health Statistics and Data Management Section within the Bureau of Public Health Statistics and Informatics.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System Operations for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Inputs	The Data from hospitals that are collected and processed as part of UHFDDS System
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other

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Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Ongoing Operations and Technical Support Services	This is the category for support and maintenance for the UHFDDS System after Go-Live.
Open Data Formats	A Data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operations	Refers to the phase of the Contract term where the Vendor has successfully deployed the technical Solution and is providing the specified Services under the Contract.
Outputs	All Data that is provided by the Vendor to the State.
Outreach	Communications to targeted audiences as part of the UHFDDS collection and processing
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Orders utilizing the Change Order procedures.
Project Planner	The individual State employee within DHHS, who is responsible for: scheduling team meetings; approving meeting minutes/notes; liaison between DHHS and NHID subject matter experts; liaison between DHHS team and DHHS Commissioner's office; keeping the Project on track; and mitigation of Project task and schedule changes.
Project Staff	State personnel assigned to work with the Vendor on the
Project Team	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.

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Public Use Data Set	A Data set which contains no confidential Data, and from which all known direct or indirect identifiers about individual patients, health care practitioners and employers or purchaser groups have been removed, and that contains the Data elements specified in He-C 1504.02.
Review	The process of Reviewing Deliverables for Acceptance
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
SFTP	Secure FTP is a broad term that refers to two different technologies that can encrypt both authentication information and Data files in transit. FTPS refers to secure FTP that uses SSL or TLS for Encryption.
Software	All Software provided by the Vendor under the Contract
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total suite of Software and Services, which address the requirements and terms of the Specifications.
Solution	A Solution is a product, combination of products, Services, or a mix of products and Services that a Vendor, service provider or value added reseller (VAR) will offer to their client. In virtually every case, a Solution is provided to address the client's specific business problem or other need.
Specialty Hospital	A health care facility licensed by the State of New Hampshire under RSA 151:2 as a specialty hospital that is engaged in providing psychiatric, substance abuse, physical rehabilitation, long term acute care, or other Services to patients under the supervision of a physician.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-

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	approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
SSL	Secure Socket Layer
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to RSA Chapter 91-A
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.

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Term	The duration of the Contract.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when the Contract is terminated.
UAT	User Acceptance Test
UHFDDS	Uniform Health Facilities Discharge Data Set
Uniform Coding	Coding that adheres to the Official UB-04 Data Specifications Manual of the National Uniform Billing Committee (NUBC)
Uniform Health Facilities Discharge Data Set (UHFDDS)	The collection of individual Discharge Data Records from Acute Care and Specialty Hospitals for patients residing in New Hampshire.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor	The individual, firm, or company that is submitting a Proposal in response to this RFP and may be selected to perform the duties and Specifications of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 4:30 pm, seven and one-half (7.5) hour days, thirty seven and one-half (37.5) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and

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	Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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APPENDIX A: BACKGROUND INFORMATION

A-1 The Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Statistics and Informatics is responsible for the following core activities and programs:

- NH Cancer Registry;
- Behavioral Risk Factor Survey (BRFSS);
- Public health birth Data analysis;
- Public health death Data analysis;
- Public health hospital Data analysis; and
- Other epidemiological support.

The State of New Hampshire is releasing this RFP to secure Vendor Services for the New Hampshire Uniform Healthcare Facilities Discharge Data in accordance with RSA 126:26, Chapter He-C 1500; and requirements specified in RSA 420-G:14-a V. and VI.

The Uniform Healthcare Facility Discharge Data Set (UHFDDS) is one of the most useful Datasets available to public health officials, care providers and statewide leadership. The Data is used for assessing hospital utilization, frequency of specific injuries and incidence of disease. The Dataset is also requested by internal & external analysts for trend analysis and various reporting requirements.

The Data is collected from each of the 26 New Hampshire Acute Care Hospitals, 6 Specialty Hospitals, and 3 adjacent States. In any given year the number of Acute Care Hospital files received, submitted monthly or quarterly, averages 420 and can contain both Inpatient and Outpatient. From these files the average number of discharges per year equal Inpatient: 120,000 and Outpatient: 2.2 million. Specialty Hospital discharges average 9,500 annually. Data quality checks are performed on each file to ensure the Data is formatted correctly and as complete as possible. Data quality issues are identified and resolved with the hospitals. Revised files and corrections are resubmitted. Once a calendar year's Data from all sources is complete the UHFDDS is made available to all stakeholders.

Currently the Hospital Discharge Data files collected by DHHS are processed by the NH Department of Information Technology (DoIT) as a service to DHHS using their available tools, which has resulted in a system that allows for the facilities' discharge Data to be received, processed with minimal validations, and a Data set to be created for end-users. However, the State seeks a Vendor Solution that will replace the current system as described in this RFP, with dual-responsibility to efficiently create this vital Dataset while retaining the good working relationship between the hospitals and the State, minimizing impact on their submission changes during the transition period, and providing a dedicated resource to work with the DPHS Hospital Liaison to assure that all interested parties' needs are met.

For more information please visit the following websites:

<http://www.dhhs.nh.gov/dphs/hsdm/index.htm>

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http://www.gencourt.state.nh.us/rules/state_agencies/he-c1500.html

Additional information about national efforts for uniform collection of healthcare discharge Data can be found at:

<http://www.ahrq.gov/research/Data/hcup/>

A-1a Goals and Objectives for the Uniform Health Facilities Discharge Data System (UHFDDS):

Provide Services as the agent of DHHS for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data that:

- Are robust, extensible, and forward looking in design;
- Use modern technologies that can migrate to the technologies and Data submission methods of tomorrow;
- Have flexibility to handle future person and provider related linkage and shared Services with other health Data systems;
- Are efficient and effective;
- Provide quality, consistency, and accessibility of information;
- Are protective of patient privacy;
- Comply with State and federal laws; and
- Perform in a collaborative relationship with NH hospitals to maximize the quality, completeness, and timeliness of submissions.

A-2 Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

A-3 Related Documents Required at Contract time

- a. Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b. Certificate of Vote (Appendix G-2-Item B)
- c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 Project Sponsor

The Project Sponsor will be responsible for:

- Securing financing and resources;
- Addressing issues brought to his attention by the State Project Manager;
- Assisting the State Project Manager in promoting the Project throughout the State;

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- The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 State Project Manager

The State Project Manager will be responsible for:

- Leading the Project;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks;

A-4.3 DPHS Hospital Liaison

The DPHS Hospital Liaison will be responsible for:

- Managing stakeholders' concerns;
- Collaboration with the State's hospitals; and
- Point of contact with Massachusetts, Vermont, and Maine to exchange out-of-State Data.

A-4.4 State Project Planner

The State Project Planner will be responsible for:

- Scheduling team meetings;
- Approving meeting minutes/notes;
- Liaison between DHHS and DOI subject matter experts;
- Liaison between DHHS team and DHHS Commissioner's Office;
- Keeping the Project on track; and
- Mitigation of Project task and schedule changes.

A-4.5 Subject Matter Experts

It is expected the Vendor will work with the following subject matter experts (SME) when researching State policies, procedures and requirements.

NH Department of Health and Human Services

- Chief Information Officer
- Chief Security Officer

NH Division of Public Health Services

- DPHS Data Analysts

NH Department of Information Technology

- IT Security Group Management (or delegate)
- Agency Software Division Management (or delegate)
- Operations Division Management (or delegate)
- Technical Support Services Division Management (or delegate)
- Web Support Division Management (or delegate)

NH Department of Insurance Representatives

- Director of Health Analytics

External Stakeholders

- Hospital Representatives

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*.
- The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*.
- The original Proposal includes a signed Transmittal Letter.

B-2 Compliance with Requirements

Requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy **all the mandatory requirements** listed.

B-3 Vendor Solution Implementation Service Experience

The Vendor must have used the proposed technical Solution and provided the required Services to at least one (1) government entity comparable in size and complexity to the State of New Hampshire within the last three (3) years. The specific Vendor Services and Solution functionality must be described.

B-4 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in the following areas:

- a. 837-i File format (4010/5010) handling and processing;
- b. Handling and processing ICD-9/ICD-10 code; and
- c. UB-04 Manual, Form, and Data elements.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

The State is releasing this RFP with the expectation that the successful bidder will be responsible for collecting, processing, and aggregating inpatient, outpatient, and specialty claim level records from NH healthcare facilities' files in an efficient, accurate, complete and timely manner that meets requirements for Uniform Coding and formatting for the State. All Vendor prices for the Solution and Services shall be borne by the State; no fees shall be assessed to NH hospitals. DHHS shall be responsible for any release of the Data to interested parties, including overseeing the application process, and developing the Data files for end users. Project Deliverables are included in **Table C-3 Deliverables Vendor Response Checklist**. Below is a *representative* list of tasks:

- Provide IT Solution(s) and Services for ongoing Data collection and processing starting with Data Year 2016 (1/1/16 through 12/31/16) and subsequent Data Years. All Data shall be provided to the State in the same integrated format that allows for direct comparison between submission years.
- The Vendor will also be responsible for processing previously submitted Data received for Data Year 2015 (1/1/2015 through 12/31/2015) using the same processes and encryption methodology as for Data Year 2016. The consolidated Data files for Data Year 2015 must be completed and accepted by the State by September 30, 2016.
- Provide the State with current and updated Data collection Documentation including the file layout, Data dictionary, Data collection manual and any other pertinent Documentation related to changes to Specifications and State Data submission requirements.
- Apply record level edits to the Data submitted by NH hospitals and have an automated process to request corrections from each hospital to achieve acceptable error thresholds determined at the time of review taking into consideration the circumstances related to the errors. Vendor will work with the DPHS Hospital Liaison and hospitals to achieve the thresholds.
- Audit the Data set as a whole on monthly, quarterly, and annual bases prior to submitting files to the State to identify potentially duplicate, missing, and miscoded records. Vendor will evaluate each hospital's Data files, comparing the most current reporting period to prior reporting periods, to identify variations from expected patterns and trends including but not limited to record counts by bill type and setting; patient characteristics such as age, gender, and ZIP code distribution; payer mix; and utilization patterns (e.g. by MDC, DRG, CCS, and CPT-grouped categories) as applicable to identify notable variations.
- Work with the DPHS Hospital Liaison and hospitals to:
 - Ensure that the files submitted to the State contain no duplicate records for the same patient per discharge and that the total charge equals the sum of all charges reported by revenue code categories on each record.
 - Follow up with each hospital regarding notable variations from prior patterns and trends to obtain either an explanation or corrections in a timely manner.

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Vendor will include this information quarterly and annually as Audit findings provided to the State.

- Provide analysis of resolved and unresolved instances of failure to file the Data and or correct fatal errors by hospital; assessment of progress by hospitals in meeting goals for reduced error rates for edits that require 0% errors and for those with goals that contribute to overall Data quality; corrective action taken by affected hospitals in response to the State's request for corrective actions for non-filing and/ or fatal errors; and final accounting of unresolved issues by hospital and for the hospital Data set as a whole.
- Provide quarterly and annual analysis of validation reports that describe comparative trends and patterns in reporting by hospital and across the system for key attributes including but not limited to record counts by record type and setting; payer mix; patient characteristics including age, gender, and ZIP code distributions; distribution of discharges across diagnostic and procedure categories; distribution of charges across record types and diagnostic and procedure categories; comparison of total charges to the sum of revenue code charges by hospital and record type, in addition to situation specific requests as provided by the DPHS Hospital Liaison.
- Respond to the State's review and concerns addressing the Data integrity findings and consulting with the State in a timely manner to address persistent and systemic Data quality issues that reduce Data integrity and delay timely availability of the Data to the State.
- Address Data submission compliance, but primary responsibility for identifying Data submission issues shall rest with the Vendor in consultation with the State Project Manager.
- Participate in the Data Workgroup to address the collection, processing, and aggregation of the Data addressing:
 - (1) Data integrity, completeness, and timeliness of reporting;
 - (2) Data requirements and definitions, coding, edits, error rates, corrections, recurring problems; and
 - (3) Any proposed changes to State-mandated hospital Data reporting requirements.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (**Table C-2 General Requirements Vendor Response Checklist**). Table C-2 is included as an attachment to RFP 2016-024.

C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

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Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Contract Year 1 ending 9/30/16			
Planning			
Conduct Project Kickoff Meeting	Non-Software		
Conduct Status Meetings and Provide Minutes	Non-Software		
Final Work Plan	Written		
Current State And Future State Environmental Assessment	Written		
Goals And Objectives Document (Based Upon The Environmental Assessment)	Written		
Presentation Of Environmental Assessment And Goals And Objectives To The Project Team	Non-Software		
Detailed Requirements Development And Associated Documentation	Written		
Presentation Of The Entire Process Flow From Hospital Submission To Output To The State for the "as built" System	Non-Software & Written		
System Test Plan that outlines the functional integration and UAT procedure and Acceptance criteria	Written		

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Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Contract Year 1 Ending 9/30/2105			
Implementation			
Software Entitlement/Subscription (If Applicable)	Non-Software		
Determine Site URL For Hospitals	Non-Software		
Include The Current DHHS/DPHS Brand On The Site Used By Hospitals(E.G. Logos, Look And Feel Of System)	Software		
Configure System For Receipt Of Files/ Correction Process, Communications, Creation And Delivery Of Outputs To The State.	Software		
System Ready For User Acceptance Testing	Software		
System Training			
First Hospital Training Session - General Overview And Introduction To System.	Non-Software		
Additional Hospital Training Session(S) - Uploading/ Downloading, Validation Features, Tracking Process Functionality	Non-Software		
Provide System User Documentation	Written		
UAT Testing			

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Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Support Of Hospital And State User Acceptance Testing	Non-Software		
State Written Acceptance Of Uploading/Downloading, Validation Features, Tracking Process Functionality	Written		
Operations			
System Go/Live	Software		
Quarterly Processing for Data Year 2015 Delivered to and Accepted by the State by 9/30/2016	Non-Software		
Quarterly Processing for Data Year 2016	Non-Software		
Outputs To State Per Contract Requirements	Non-Software		
Help Desk For User Support Calls	Non-Software		
Dedicated Support For State Administrator	Non-Software		
Reporting			
Audit Results Per Requirements Available To Hospitals and State	Non-Software		
Security Testing			
Application Vulnerability Scanning	Non-Software		
Contract Year 2 – 5 Ending 9/30/20			
Operations			
System Go/Live	Software		

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Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Quarterly Processing for Data Years 2016 - 2020	Non-Software		
Outputs To State Per Contract Requirements	Non-Software		
Help Desk For User Support Calls	Non-Software		
Dedicated Support For State Administrator	Non-Software		
Reporting			
Audit Results Per Requirements Available To Hospitals and State	Non-Software		

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Services security, Project Management, and Operations topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit. **Please keep general marketing information to a minimum.**

Topic	Page Limit
D-1 Proposed Service Solution	
Topic D1.1 Solution, Deliverables, and Services Offered (Receiving, Processing, Reporting)	Page Limit 8
Topic D1.2 Roles and Responsibilities	Page Limit 2
Topic D1.3 Data Submission and Error Checking Methodologies	Page Limit 5
Topic D1.4 Claims Data Processing	Page Limit 5
Topic D1.5 User Interface & Ease of Use	No Limit
Topic D1.6 Documentation	Page Limit 6
Topic D1.7 Risk and Issue Management	Page Limit 3
Topic D1.8 System Platform	Page Limit 3
Topic D1.9 Data and Process Quality Audits	Page Limit 6
Topic D1.10 Standards	Page Limit 2
Topic D1.11 Data Sharing	Page Limit 3
D-2 Technical, Services and Project Management Experience	
D-2.1 Security and Protection of Data	
Topic D2.1.1 System Security & Hosted Environment	Page Limit 5
Topic D2.1.2 Backup and Recovery	Page Limit 2
Topic D2.1.3 Assurance of Business Continuity	Page Limit 2
Topic D2.1.4 Archiving	Page Limit 2
D-2.2 Coordination with State & Hospital Personnel and Training	
Topic D2.2.1 Hospital and State User Training Approach	Page Limit 4
Topic D2.2.2 Outreach Approach	Page Limit 6
D-2.3 Project Execution	
Topic D2.3.1 Implementation Approach	Page Limit 5
Topic D2.3.2 User Acceptance Testing	Page Limit 4
D-2.4 Project Management Competence	

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Topic D2.4.1 Status Meetings and Reports	Page Limit 2
Topic D2.4.2 Work Plan	No Limit
D-2.5 Ongoing Operations	
Topic D2.5.1 Hospital Help Desk Support	Page Limit 3
Topic D2.5.2 Dedicated Vendor Support for the State	Page Limit 3
Topic D2.5.3 Transition Services	Page Limit 2

D-1 PROPOSED SERVICE SOLUTION

This section provides a series of topics related to the proposed Solution that the State of New Hampshire will consider for selecting the UHFDDS Services.

Topic D.1.1 – Solution, Deliverables, and Services Offered

Response Page Limit: 8

Provide a detailed description of specific components of the Solution offered, including the Services and Deliverables the Vendor is proposing to offer the State.

The response must include a description of the following:

- How the overall engagement will occur,
- Identify timeframes for performing milestones,
- The process to be employed to gather requirements and information,
- The resources to be employed, including both State and Vendor by milestone,
- The time commitment required for both State and Vendor resources,
- The proposed method of presenting the Deliverable to the State, and
- The communication plan to be employed;
- A detailed summary of the specific Deliverables offered to the State.
- The proposed price model including appropriate itemization.

Topic D.1.2 – Roles and Responsibilities

Response Page Limit: 2

Provide a detailed description of how the Vendor staff will interact with the State Project Manager during all phases of the engagement.

- Describe the roles and responsibilities of Vendor staff and State staff in managing communications with the hospitals during pre-implementation, Implementation, and Operations phases of the engagement.
- Describe how planning, Implementation, and Operations activities will be coordinated between Vendor and the State staff.

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- Describe how you have managed communication responsibilities assigned to the State Hospital Liaison, the hospitals, and the Vendor. Describe challenges encountered in past projects.

Topic D.1.3 – Data Submission and Error Checking Methodologies

Response Page Limit: 5

Provide a detailed description of the methodologies employed to perform the Services required.

- Describe the process that hospital users will undertake to log in and upload a file of claims.
- Describe how Vendor can work with the method used currently by hospitals to upload and download using the State's FTP site until a transition to a different Vendor supplied Solution (sFTP/Web site) can be implemented
- Describe the process used by the Vendor to provide feedback to the hospital on the quality of their submission as specified in C-2 Requirements.
- Describe the method users at the hospitals will follow to make error corrections via a manual method or resubmission of corrected files.

Topic D.1.4 – Claims Data Processing

Response Page Limit: 5

Provide a detailed description of the Claims Data Processing workflow.

Response Page Limit: 6

- Describe the process to ready the claims Data for QA prior to creating discharge Data sets.
- Describe any intermediary staging Data set that can be evaluated prior to creating discharge sets
- Describe the process used to produce derived and calculated fields for discharges as set forth in the NH Administrative rule He-C 1500; please explain Vendor's role vs. the State role in "end of quarter/end of year" processing. See list of fields Attachment D-1.

Topic D.1.5 – User Interface and Ease of Use

Response Page Limit: No Limit

Provide a detailed description of the user interface for hospital and State users with an emphasis on the ease of use/ usability features of the Vendor System's user interface(s).

The State values a user interface that is compatible with its intended user's ability. Include graphical representation or screen shots as applicable.

- Provide a step by step description of the hospital user session.
- To what extent is the user interface intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces.

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- How efficient is the user interface in terms of the number of operations required to perform basic tasks.
- How does the Vendor's proposed training process support the user
- How many hours is required to make a new user fully functional

Topic D.1.6 - Documentation

Response Page Limit: 6

Describe and provide samples of the Vendor's proposed Documentation to be made available to both hospital and State users of the System, regarding:

- Plans to update and distribute User on submission, error corrections, and other necessary guides, as currently available on NH's website: <http://www.dhhs.nh.gov/dphs/hsdm/hospital/publications.htm>.
- Of particular interest to the State:
Describe the proposed Documentation the Vendor will provide to hospital users and State users regarding file submissions, tracking and status; error correction process; and other overview Documentation needed to successfully process files. (How-to guide(s), tailored to NH users)

Topic D.1.7 – Risk and Issue Management

Response Page Limit: 3

Provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.

- Describe the proposed approach to managing risks and issues. Include a sample tracking document.
- Highlight the methodology to ensure that the State staff is involved in the process.
- Provide a description of known risks and proposed steps to mitigate them.

Topic D.1.8 – System Platform

Response Page Limit: 3

Provide a detailed description of user interfaces, web portal (if any), and the system components used for processing.

- Describe the software platform that your System operates on (code base, Database, etc.). If any of the platform components are third party, or proprietary, please note. Indicate if the State or hospitals will need to purchase licenses.
- Include details of the proposed software Solution including the Database management system, licensed software suggested for Data retrieval and reporting, proposed approach to developing any custom-built software components.
- Discuss plans for anticipated future releases of System software.

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- Address any impact on System users or interfaces.

Topic D.1.9 – Data and Process Quality Audits

Response Page Limit: 6

Provide a detailed description of how users will track status of the Data submissions.

Describe the process hospital and State users will follow to view a record of

- administrative actions: Login, Logout, Password reset, IP address
- Data submission including user, date, time, and IP address
- users viewing validations by date, time, file, IP address
- users viewing completeness measures by date, time, file, IP address
- users making corrections by date, time, file, record, element, IP address

Topic D.1.10 – Standards

Response Page Limit: 2

Provide a detailed description of how the proposed Solution complies with established standards.

- Describe the degree to which your Solution complies with Information Technology standards mentioned on the State of NH web site: <http://www.nh.gov/doit/internet/vendors.php>
- The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).
 - a) Is the proposed application considered Open Source Software?
 - b) Does it comply with Open Standards, including but not limited to Open Data Formats?
- Describe the compliance with privacy and confidentiality standards, such as HIPAA, NIST, OWASP, etc.

Topic D.1.11 – Data Sharing

Response Page Limit: 3

Provide a detailed description of the mechanisms and tools included in the proposed System to enable the specified Data sharing between the Vendor and the hospitals/State.

- What type of mechanism/tool is proposed for hospitals to share Data with the Vendor? Explain the bidirectional process for hospitals to send Data and receive Data and information related to the Data?
- What type of mechanism/tool is proposed for the Vendor to share Data with the State?
- Of future interest is the Vendor's use of State SFTP automation software (MoveIT DMZ) to deliver files to be loaded into the DHHS Enterprise Data Warehouse. Describe any experience that you have had with similar technology.

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D-2 Technical, Services, and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will consider in selecting the UHFDDS Service. A maximum length of response for each topic is defined.

D2.1 Security and Protection of Data

Topic D.2.1.1 - System Security and the Hosted Environment

Response Page Limit: 5

Provide a detailed description of the security design and architectural features incorporated into the proposed System. At a minimum, discuss the following:

- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and Services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The testing methods conducted to load and stress test your System to determine its ability to withstand Denial of Service (DoS) attacks.
- Your software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your System's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system Services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to System hackers and attackers.
- Describe the System assurance provisions incorporated into the proposed System. At a minimum, discuss the following:
 - a. What process or methodology is employed within the proposed System to ensure Data integrity?
 - b. To what degree does the approach rely on System assurance capabilities of the Relational Database Management System (RDMS)?
 - c. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

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Topic D.2.1.2 – Backup and Recovery

Response Page Limit: 2

Provide a detailed description of the backup and recovery processes used to protect mission-critical Data.

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and Data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- a. Use of and method for logging and journalizing;
- b. Single points of failure and recommended approaches for their elimination;
- c. Approach to redundancy; and
- d. Impact of Software license fees.

Topic D.2.1.3 – Assurance of Business Continuity

Response Page Limit: 2

Provide a detailed description of the business continuity plan that mitigates risk to the State.

- Vendors are asked to provide information on their business continuity plan in the event that their hosting site becomes unavailable

Topic D.2.1.4 – Archiving

Response Page Limit: 2

Provide a detailed description of the proposed archiving and retrieval scheme for historical Data.

- The Vendor is required to store for a minimum of 5 years, all original hospital files, intermediate Databases used to process Data, and all Outputs sent to the State. Describe your archival process and the ease with which the archived Data can be provided to the State upon request.

D2.2 Coordination with State & Hospital Personnel and Training

Topic D.2.2.1 – Hospital and State User Training Approach

Response Page Limit: 4

Provide a detailed description of the training approach to prepare hospital and State users adequately to use the System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of user training to meet the UHFDDS goals. In order to facilitate training for both initial replacement users, the State requires that all users training be web-based and capable of being hosted on the Moodle Learning Management System. Provide a detailed description of the recommended training approach.

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- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:
 - a. How will web-based training be developed using non-proprietary software and so that the lessons can be revised using a HTML and/or Flash editors?
 - b. What methods will be employed to evaluate training activities?
 - c. How will training be coordinated with other user support activities?
 - d. Will manuals be adequate to enable trained users to research answers to their own questions?
 - e. If the perception is that they are not adequate, can those manuals be quickly revised?
 - f. Are training manuals on-line and maintained as part of a maintenance agreement?

Topic D.2.2.2 – Outreach Approach

Response Page Limit: 6

Provide a detailed description of current practice and proposed approach to hospital Outreach activities for Project planning, Implementation, and operations.

- Describe your proposed approach to working with the NH hospitals during all phases of this Project. Does this vary from your typical approach with other States?
- Describe how your proposed approach can accommodate the State's expectation that the DPHS Hospital Liaison is central to the Outreach and communications process. Address the following:
 - a. Submission Tracking – The State expects that the DPHS Hospital Liaison will obtain information from the Vendor and maintain an up-to-date status list of hospital file submissions, Data errors, and Data corrections for communicating with departmental and hospital stakeholders.
 - b. Key Written Communications –
 - 1. The State expects that the DPHS Hospital Liaison will participate in the development and review of statewide written communications to the hospitals. For targeted written communications, courtesy copies shall be provided to the DPHS Hospital Liaison.
 - 2. The State expects that the DPHS Hospital Liaison will participate in the development and review of State of NH specific information for inclusion on the Vendor and/or the DHHS web site.

D2.3 Project Execution

Topic D.2.3.1 – Implementation Approach

Response Page Limit: 5

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Provide a detailed description of the proposed approach to System Implementation and User Readiness.

Provide one or more feasible Implementation Plans. For each plan provided:

- a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- b. Discuss price implications of the plan, including implications on maintenance fees; and
- c. Address the level of risk associated with the plan.

Topic D.2.3.2 – User Acceptance Testing

Response Page Limit: 4

Provide a detailed description of the support the Vendor will supply to assist State during user Acceptance testing of the configured System for New Hampshire.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed Test Plan.
- Will configured System be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff during Acceptance testing?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- Provide a sample User Acceptance Test Plan from a completed project as an Appendix.

D2.4 Project Management Competence

Topic D.2.4.1 – Status Meetings and Reports

Response Page Limit: 2 plus Required Appendix

Provide a detailed description of project management reporting.

The State believes that effective communication and reporting are essential to Project success. Describe the planned project management activities as they

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pertain to the three phases, Planning, Implementation/Configuration, and Operations. Describe the following:

- Introductory Meeting
- Kickoff Meeting
- Status Meetings
- The Work Plan
- Letter of Acceptance.

Describe the process for producing meeting minutes to include the the Review and approval process. As an Appendix, provide an example of status reports prepared for another similar project. Names of the project and of any individuals involved may be removed.

Topic D.2.4.2 - Work Plan

Response Page Limit: No Limit

Provide a preliminary Work Plan for the Planning, Implementation/Configuration and Operations Phases of the engagement. Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members).

- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - a. All assumptions and constraints upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor's team identified by role to specific tasks; and
 - d. Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D2.5 Ongoing Operations

Topic D.2.5.1 – Hospital Help Desk Support

Response Page Limit: 3

Provide a detailed description of the help desk support available to hospitals to help them to upload files to the System and other aspects of Data validation and correction.

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- Describe support for the hospitals to assist them with the process of uploading files and use of the user interface. Include hours of operation, response times, and problem classification, and escalation procedures.
- Describe the electronic problem tracking process and tools used.
- Describe how user account management will be handled. Address the Help Desk's role in this process.

Topic D.2.5.2 – Dedicated Vendor Support for the State

Response Page Limit: 3

Provide a detailed description of Vendor's proposed support and plan for supporting the State staff including technical support for technical issues and business analyst support for non-technical issues. The State desires "named individuals" to be assigned to these roles.

- Name the proposed technical specialist and describe your current model of addressing technical issues identified by the State.
- Name the proposed business analyst and describe your current model of addressing non-technical issues identified by the State.
- Describe any particular procedures required to handle escalation and emergency calls.

Topic D.2.5.3 – Transition Services

Response Page Limit: 2

Provide a detailed description of Transition Services provided upon future termination of the Contract. Address the activities described in Contract Section H-25.14.4: *Termination Procedure*.

- Describe the handling of State Data during the transition phase.
- Describe how communications with the hospitals will be managed.
- Provide a sample of a transition plan that your have developed for other clients.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting the technical Solution and Services with the accompanying Solution Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project,
- (2) proposed team organization and designation of key staff,
- (3) individual qualifications of candidates for the role of Project Manager, and
- (4) individual qualifications of candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

The organization's financial solvency will be evaluated. The Vendor's ability to demonstrate adequate financial resources for performance of the Contract or the ability to obtain such resources as required during performance under this Contract will be considered.

Each Vendor must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Vendor's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether or not the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the Proposal.

Complete financial statements must include the following:

- Opinion of Certified Public Accountant
- Balance Sheet;
- Income Statement

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- Statement of Cash Flow
- Statement of Stockholder's Equity of Fund Balance; and
- Complete Financial Notes
- Consolidating and Supplemental Financial Schedules.

A Vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a Vendor is not otherwise required by either State or federal statute to obtain a Certification of Audit of its financial statements, and thereby elects not to obtain such Certification of Audit, the Vendor shall submit as part of its Proposal:

1. Uncertified financial statements; and
2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions

Provide descriptions of no more than three (3) similar engagements completed in the last three (3) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed price, actual project price, proposed project Schedule and actual project Schedule;
3. Major risks and mitigation strategy;
4. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and

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5. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. Major risks or issues and how they were mitigated;
3. A high-level description of the Subcontractor's organization and staff size.
4. Discussion of the Subcontractor's experience with this type of Project;
5. Resumes of key personnel proposed to work on the Project; and
6. Two references from companies or organizations where they performed similar Services (if requested by the State).

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- a. 837-I File format (4010/5010) handling and processing;
- b. Handling and processing ICD-9/ICD-10 code; and
- c. UB-04 Manual, Form, and Data elements.

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Appendix A, Section A 4.2. The required format follows.

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Table E-2: Proposed State Staff Resource Hours Worksheet

State Role	Initiation & Req Validation	Solution Configuration	Testing	Training	Operations	Total
Project Planner						
Project Manager						
Position 2						
Position 3						
Position 4						
DPHS Hospital Liaison						
State Total						

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed three (3) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past projects.

E-4 Candidates for Key Vendor staff Roles

Provide a resume not to exceed two (2) pages for each Key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F: PRICING WORKSHEETS

A Vendor's Price Proposal must be based on the worksheets formatted as described in this Appendix. Rates are inclusive of all allowable expenses, including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expense.

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, methodology and tools. The following format must be used to provide this information.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Proposed Date	Pricing/ Payment
Contract Year 1 ending 9/30/16		
Planning		
Conduct Project Kickoff Meeting	5 days after G&C Approval	
Status Meetings	Ongoing	
Final Work Plan	10 days after G&C Approval	20%
Current State and Future State Environmental Assessment	20 days after G&C Approval	
Goals And Objectives Document (Based upon the Environmental Assessment)	30 days after G&C Approval	
Presentation of Environmental Assessment and Goals and Objectives to the Project Team	35 days after G&C Approval	
Detailed Requirements Development And Associated Documentation	40 days after G&C Approval	
Presentation Of The Entire Process Flow From Hospital Submission To Output To The State for the "as built" System	45 days after G&C Approval	
System Test Plan that outlines the functional integration and UAT procedure and Acceptance criteria	45 days after G&C Approval	20%
Implementation		
Software Entitlement/Subscription (If Applicable)	TBD	

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Activity, Deliverable or Milestone	Proposed Date	Pricing/ Payment
Determine Site URL For Hospitals	50 days after G&C Approval	
Include The Current DHHS/DPHS Brand On The Site Used By Hospitals(E.G. Logos, Look And Feel Of System)	55 days after G&C Approval	
Configure System For Receipt Of Files/ Correction Process, Communications, Creation And Delivery Of Outputs To The State.	60 - 90 days after G&C Approval	
System Ready For User Acceptance Testing	90 Days after G&C Approval	20%
System Training		
First Hospital Training Session - General Overview and Introduction to System.	100 days after G&C Approval	
Additional Hospital Training Session(S) - Uploading/ Downloading, Validation Features, Tracking Process Functionality	110 days after G&C Approval	
Provide System User Documentation	120 days after G&C Approval	20%
UAT Testing		
Support of Hospital and State User Acceptance Testing	130 days after G&C Approval	
State Written Acceptance Of Uploading/ Downloading, Validation Features, Tracking Process Functionality	140 days after G&C Approval	
Operations		
System Go/Live	180 days after G&C Approval	
Quarterly Processing for Data Year 2015	Delivered to and accepted by the State by 9/30/16	
Quarterly Processing for Data Year 2016	Ongoing	
Outputs to State per Contract Requirements	Ongoing	
Help Desk for User Support Calls	Ongoing	
Dedicated Support For State Administrator	Ongoing	
Reporting		

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Activity, Deliverable or Milestone	Proposed Date	Pricing/ Payment
Audit Results per Requirements Available to Hospitals and State	Ongoing	
Security Testing		
Application Vulnerability Scanning	140 days after G&C Approval	
Warranty		
Post-implementation Services within the Warranty Period	180 days after G&C Approval	20%
	CONTRACT YEAR 1 TOTAL	100%
Contract Year 2 through 5 ending 9/30/20		
Operations		
Quarterly Processing	Ongoing	
Outputs to State per Contract Requirements	Ongoing	
Help Desk for User Support Calls	Ongoing	
Dedicated Support For State Administrator	Ongoing	
Reporting		
Audit Results per Requirements Available to Hospitals and State	Ongoing	
	CONTRACT YEAR 2 -5 TOTAL	Per Table F-2
	GRAND TOTAL	

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F-2 Ongoing Operations and Technical Support Pricing Worksheet

Table F-2: Ongoing Operations and Technical Support Pricing Worksheet

OPERATIONS SERVICES	Contract Year 1 ending 9/30/16	Contract Year 2 ending 9/30/17	Contract Year 3 ending 9/30/18	Contract Year 4 ending 9/30/19	Contract Year 5 ending 9/30/20	TOTAL
Annual Operations Fees	Not allowable (Include in Table F-1) above)					

F-3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-3: Future Vendor Rates Worksheet

Position Title	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020
Project Manager					
Position #1					
Position #2					
Position #3					

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APPENDIX G-1 SECURITY

Application Security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

This shall include but is not limited to

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle
- Perform vulnerability assessment prior to release of the application to the State to move it into production. The vulnerability assessment may be done in a manner mutually agreeable to the Vendor and the State. Copies of the final, remediated results shall be provided to the State for Review and Audit purposes
- Follow Change Order process and procedures relative to release of code
- Develop applications following secure-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available for Review and Audit purposes all software development processes and required training for application developers on secure coding techniques.

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APPENDIX G-2 TESTING REQUIREMENTS

All testing and Acceptance addressed herein shall apply to testing the System. This shall include, Security review and testing, and support of the State during user Testing (UAT).

G-2.1 Test Planning and Preparation

The overall Test Plan will guide all testing. All testing requirements shall pertain to both Hospital and State users.

The Vendor provided, State approved, Test Plan will include, for Hospital and State users, the tests shall include preparation, Documentation of planned testing, test scripts and test Data, expected results, a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that user training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their Proposals the scheduling assumptions used in regard to the user resource efforts during testing.

Testing will commence upon the Vendor Project Manager's , in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will identify users who will commence testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is configured, complete, and ready for State testing. The testing will be conducted by the users in the Vendor's test environment. The Vendor must assist the users with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports.

G-2.2 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Vendor's testing methodology must be approved by the State.

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User Acceptance Testing (UAT)	<p>The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <p>a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved Test Plan, defining preparation, Documentation of planned testing, test scripts and test Data, expected results, a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities</p> <p>c.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance.</p>												
Security Review and Testing	<p>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.</p> <p>All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.</p> <table border="1" data-bbox="483 1329 1446 1871"> <thead> <tr> <th data-bbox="483 1329 792 1402">Service Component</th><th data-bbox="792 1329 1446 1402">Defines the set of capabilities that:</th></tr> </thead> <tbody> <tr> <td data-bbox="483 1402 792 1549">Identification and Authentication</td><td data-bbox="792 1402 1446 1549">Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users</td></tr> <tr> <td data-bbox="483 1549 792 1623">Access Control</td><td data-bbox="792 1549 1446 1623">Supports the management of permissions for logging onto a computer or network</td></tr> <tr> <td data-bbox="483 1623 792 1696">Encryption</td><td data-bbox="792 1623 1446 1696">Supports the encoding of Data for security purposes</td></tr> <tr> <td data-bbox="483 1696 792 1770">Intrusion Detection</td><td data-bbox="792 1696 1446 1770">Supports the detection of illegal entrance into a computer system</td></tr> <tr> <td data-bbox="483 1770 792 1871">Verification</td><td data-bbox="792 1770 1446 1871">Supports the confirmation of authority to enter a computer system, application or network</td></tr> </tbody> </table>	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	Access Control	Supports the management of permissions for logging onto a computer or network	Encryption	Supports the encoding of Data for security purposes	Intrusion Detection	Supports the detection of illegal entrance into a computer system	Verification	Supports the confirmation of authority to enter a computer system, application or network
Service Component	Defines the set of capabilities that:												
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users												
Access Control	Supports the management of permissions for logging onto a computer or network												
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	Digital Signature	Guarantees the unaltered state of a file
	User Management	Supports the administration of computer, application and network accounts within an organization.
	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
<p>In their Proposal, the Vendors must acknowledge their responsibilities for security testing, as stated above. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Testing shall include validation of Application Vulnerability Scanning.</p> <p>Test procedures will include 3rd party security tests or code analysis and review. Vendor shall subcontract with a third-party Vendor to conduct vulnerability scanning Services to ensure application security. The Vendor shall use automated tools to identify and remediate vulnerabilities in the application layer of the Vendor's application and system environment for vulnerabilities. The tool will conduct a non-intrusive scan to remotely review networks and applications to identify vulnerabilities in operating systems, Services, and devices that could be used by hackers to target the System.</p> <p>Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Health and Human Services for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).</p>		

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APPENDIX G-3: CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2015, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

<http://www.sos.nh.gov/corporate/PDF/gscert.pdf>

If your company is registered, a certification thereof may be obtained from the Secretary of State.

Note: Sovereign States or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

B. Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

- (1) a **majority voted** at a meeting, or
- (2) the body provided **unanimous consent in writing**, or
- (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the Contract **had authority when they signed the Agreement or Amendment**, either:

- (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
- (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
- (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the Contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

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**APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS (P-37), CONTRACT
STANDARD LANGUAGE (EXHIBITS C-J) AND GENERAL CONTRACT
REQUIREMENTS**

H-25.1 State of NH Terms and Conditions and Contract Requirements

The Contract terms set forth in this Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts

If applicable, the State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

H-25.5 Vendor Staff

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

H-25.6 Work Plan

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the

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Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

H-25.7 Change Orders

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on price (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on price, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a Vendor to the State, and the State Acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

H-25.7 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section H-25.9: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

H-25.7.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a

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Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

H-25.7.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.7.3 Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-Acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.8 Licenses

The State requires that all software licensing fees shall be incorporated within the Operations prices for the Solution. Any user agreements or Software Licenses must be reviewed and accepted by the State prior to Contract approval by the Governor and Executive Council.

H-25.8.1 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.8.2 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.9 Testing and Acceptance

The State requires that an integrated and coherent approach to complete Solution testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Implementation.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each software function or module.

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In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

H-25.9.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

H-25.9.2 System Acceptance

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

H-25.10 Warranty

H-25.10.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

H-25.10.2 Warranties

H-25.10.2.1 Solution

The Vendor shall warrant that the Solution is properly functioning and compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

H-25.10.2.2 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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H-25.10.2.3 Viruses; Destructive Programming

The Vendor shall warrant that the Solution will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Solution in accordance with the Specifications.

H-25.10.2.4 Compatibility

The Vendor shall warrant that all Solution components, including any replacement or upgraded software provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

H-25.10.2.5 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.10.3 Warranty Services

The Vendor shall agree to maintain, repair, and correct Deficiencies in the Solution, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the Solution in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the Solution any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, during normal business hours.
- d. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- e. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;
 - 6) Resolved by;
 - 7) Identifying number i.e. work order number;
 - 8) Issue identified by;

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- f. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

H-25.11 Ongoing Operations and Technical Support Levels

The Vendor shall maintain and support the Solution in all material respects as described in the applicable program Solution Documentation after deployment and the Warranty Period of ninety (90) days through the completion of the Contract term.

H-25.11.1 Maintenance Releases

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

H-25.11.2 Vendor Responsibility

The Vendor shall be responsible for performing Operations and technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Agreement, the Vendor shall respond to Operations and technical issues according to the following:

- a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide

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support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall maintain a record of the activities related to Operations and technical support issues addressed with the State;

For all technical service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

The Vendor must work with the State to identify and troubleshoot potentially large-scale Solution failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

H-25.12.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

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H-25.12.3 Reserved

H-25.12.4 Work Hours

State staff will be available during normal business hours between 8:00 am and 4:00 pm (Eastern Time), seven and a half (7.5) hour days, thirty-seven and one-half (37.5) hour weeks, excluding State of New Hampshire holidays.

H-25.12.5 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

H-25.12.6 State-Owned Documents and Data

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

H-25.12.7 Intellectual Property

All title, rights, and interest in the technical Solution shall remain with the Vendor.

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications (Custom Code) developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing Operations plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

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H-25.12.8 IT Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the Department of Health and Human Services.

H-25.12.9 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all Software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

H-25.12.10 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

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H-25-12.11 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.12.12 Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.12.13 Force Majeure

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

H-25.12.14 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the

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receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its Confidential or proprietary Information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.12.14 Data Breach

In the event of a Data breach, the Vendor shall comply with provisions of NH RSA 359C:20.

H-25.13 Pricing

H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables

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required based on the proposed approach, and methodology and tools. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 Ongoing Operations and Technical Support Pricing

If applicable, the Vendor must provide the pricing for Ongoing Operations and Technical Support as detailed in Section H-25.11: Ongoing Operations and Technical Support Levels.

If applicable, for Software licensing, maintenance, and support prices, complete a worksheet including all prices in the table. A worksheet is provided in Appendix F: Pricing Worksheets, under Appendix F-5: Software Licensing, Maintenance, and Support Pricing, as Table F-2: Ongoing Operations and Technical Support Pricing Worksheet.

H-25.13.3 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project prices or retention amounts if applicable.

H-25.13.4 Overpayments to the Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

H-25.13.5 Credits

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

H-25.13.6 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, Audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

H-25.13.7 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

H-25.14 Termination

This section H-25.14 shall survive termination or Contract Conclusion.

H-25.14.1 Termination for Default

Any one or more of the following acts or omissions of the Vendor shall constitute an Event of Default hereunder ("Event of Default")

- a.** Failure to perform the Services satisfactorily or on Schedule;
- b.** Failure to submit any report required; and/or
- c.** to perform any other covenant, term or condition of the Contract

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a)** Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

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- b)** Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract cost which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.
- c)** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d)** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e)** Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

H-25.14.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate cost is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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H-25.14.3 Termination for Conflict of Interest

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

H-25.14.4 Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

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H-25.15 Limitation of Liability

H-25.15.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

H-25.15.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and Data breach obligations in

Appendix H-25.12.15 Data Breach which shall be unlimited.

H-25.15.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

H-25.15.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract Conclusion.

H-25.16 Change of Ownership

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

H-25.17 Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the

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State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an Event of Default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date . In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any Event of Default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

H-25.18 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

H-25.19 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date: _____			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and Services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.3 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.1 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.2 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.3 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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requires prior written approval of the State.

Agreement. This provision shall survive termination of this Agreement.

7.1 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "Data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of Data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of Data

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Insurance, and issued by insurers licensed in the State of New Hampshire.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. **INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of

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the State of New Hampshire unless no

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

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such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for Services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a Data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for prices incurred for any purpose or for any Services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any Services provided prior to the date on which the individual applies for Services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such Services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Contractors prices, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such prices, or has received payment in excess of such prices or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of prices;

Appendix H

New Hampshire Department of Health and Human Services



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for Services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other Data evidencing and reflecting all prices and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such prices and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of prices such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of Services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such Services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of Services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the Services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased Services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all prices and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as prices hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the Services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing Services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the Services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said Services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C – Special

Contractor Initials _____



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care Services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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New Hampshire Department of Health and Human Services



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with price and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total price and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these Services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify Services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for Services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving Services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or Data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that Services under the Agreement, including but not limited to clients receiving Services under the Agreement are transitioned to having Services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of Services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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New Hampshire Department of Health and Human
Services



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services 129
Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date _____

Title:

Name: _____

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New Hampshire Department of Health and Human Services



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US
DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date _____

Name: _____

Title: _____



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this Proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this Proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier Proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this Proposal (contract).
14. The prospective lower tier participant further agrees by submitting this Proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date _____

Name: _____

Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of Services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of Services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of Services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government Services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exh

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Appendix H
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date _____

Title:

Name: _____

Exh

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Appendix H
New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library Services to children under the age of 18, if the Services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's Services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date _____

Name: _____
Title:

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CU/DHHS/110713

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
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Contractor Initials _____

Date _____

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions for Appendix H.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health

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information” in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) **Business Associate Use and Disclosure of Protected Health Information.**
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the Services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For Data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide Services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate

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agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those

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purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on Data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required Data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date _____

Name: _____
Title: _____

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____NO _____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO _____YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Appendix I

APPENDIX I -EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

Signature _____

Title

Date

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STATE OF NEW HAMPSHIRE
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Uniform Health Facilities Discharge Data System (UHFDDS)
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ATTACHMENT C-2 REQUIREMENTS

	Vendor Instructions
	Criticality : M=Mandatory, P=Preferred, O=Optional
	<p>Vendor Response Column: Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>
	<p>Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)</p>
	Comments Column:

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Business Requirements					
High Level Process Tasks					
	Solution for submission of hospital data, consisting of the following steps:				
B1	Validation for file structure, contents, completeness;	M			
B2	Provision of an error correction solution for the hospitals (either a web based tool or a manual process);	M			
B3	Supporting hospitals in submission and validation and error correction process;	M			
B4	Consolidation of the data	M			
B5	Creation of standardized claim records;	M			
B6	Creation of discharge records per rule;	M			
B7	Submission of the required data to the State, including extracts, in the required format(s);	M			
B8	Ensurance that the state receives the original files submitted by the hospitals;	M			
B9	Communication on progress to the State;	M			
B11	Protection of the data in transit and at rest.	M			
High Level Input Process Tasks					
	Collect and process data from hospitals:				
B12	According to specifics of statute and rule, with an on-line tool, securely collect (via secure FTP, SSL, etc.), quality assurance test (specifications to be developed by Vendor, approved by DHHS, and provided to hospitals), accept or reject, ensure compliance with reporting specifications, and give feedback on required data submissions;	M			
B13	Identify the need for, accept, and process replacement submissions;	M			
B14	Maintain a system to allow test submissions from hospitals;	M			
B15	Maintain and update annually hospital/data element specific edit thresholds;	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B16	Track and communicate to DHHS overdue and otherwise non-compliant hospitals;	M			
B17	Follow up with hospitals on data issues and respond to questions and comments from hospitals;	M			
High Level Quality Assurance Tasks					
B18	Maintain on-line quality assurance audits for use by DHHS and hospitals;	M			
B19	Supply dimension tables to State to allow for labeling of coded data elements (e.g., zip codes);	M			
B20	Quarterly and as needed, provide data sets to DHHS in agreed upon format, including replacements of any prior time periods for data that has changed;	M			
B21	Maintain the results of all quality assurance edits by hospital;	M			
B22	Produce, maintain, and publish complete documentation of the data sets including logic used transform data and create derived data elements;	M			
B23	Participate in the Data Workgroup	M			
Output Detail					
	Vendor shall:				
B24	Provide the 837i files as submitted by the hospital (final submission if resubmitted);	M			
B25	When resubmission is not the method for making corrections, then provide to the state information (for manual corrections made by hospitals) which can be used to process corrections against original datasets if required. At a minimum, data should include hospital name, file, record id, element, element original value, element corrected value, date and time of correction;	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B26	Provide a file consolidating all claims level detail from from all hospitals for each quarterly period consisting of all agreed upon elements in the 837i submission each year with error correction and validation processes completed;	M			
B27	Provide a consolidated data file of validated, cleaned, and complete inpatient discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Inpatient Database standard;	M			
B28	Provide a consolidated data file of validated, cleaned, and complete outpatient discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Emergency Department Database standard	M			
B29	Provide a consolidated data file of validated, cleaned, and complete specialty discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Outpatient Database standard;	M			
B30	provide a consolidated data file of validated, cleaned, and complete inpatient claims records as per attachment D2;	M			
B31	provide a consolidated data file of validated, cleaned, and complete outpatient claims records as per attachment D2;	M			
B32	provide a consolidated data file of validated, cleaned, and complete specialty claims records as per attachment D2;	M			
B33	provide ETL code for creating Oracle EDW Schema and for importing Outputs to EDW NH Database naming terminology as well as ETL best practice documentation as per Department of Information Technology and Department of Health an Human Services standards. These standards will be made available upon request.	M			

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B34	Provide data dictionary for all Outputs including file contents, file format, and element description and format;	M			
B35	Submit all updated outputs monthly, quarterly, annually as required;	M			
B36	Provide training and support to the State on executing the process to load data to the enterprise data warehouse	M			
Import and processing of prior years data already processed by current system for the					
B37	provide a consolidated data file of complete inpatient claims records as per attachment D2 for for historical data year 2015	M			
B38	provide a consolidated data file of complete outpatient claims records as per attachment D2 for historical data year 2015	M			
B39	provide a consolidated data file of complete specialty claims records as per attachment D2 for historical data year 2015	M			
Data storage at vendor site and release of data to State					
	Vendor shall:				
B40	Retain aggregated measures of completeness as needed indefinitely	M			
B41	Retain any data as needed within the 5 year window	M			
B42	Destroy all protected health information when it is no longer required for business processes or within 5 years following an approved process (e.g., an annual clean out of data submitted 5 or more years in the past) when requested by the State.	M			
B43	Release the data only to the State through the approved submission process and through the processing system	M			
837i secure content, completeness, and structure validation & error correction process for hospitals Detail					
	Vendor shall provide to, in a system such as a web portal, the hospitals and the State:				

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B44	validation results including pass/fail, number and percent of failed records by type of failure, number and percent of failed records by elements, number and percent of failed records by failure type. Information provided shall be sufficient and clear enough for Hospitals to easily reconcile their submitted data to the data processed by the Vendor. Identify remedies for failures, when appropriate;	M			
B45	validation results within 24 hours of submission;	P			
B46	the ability to completely resubmit files;	M			
B47	the ability to perform a partial resubmit of a file;	M			
B48	the ability to manually correct data without resubmission;	M			
B49	the ability to apply previous manual corrections to resubmitted data;	M			
B50	a completeness validation tool which provides measures of completeness to the hospital user and State which contains a mechanism for the hospital to approve completeness of the input for the submission period including but not limited to measures for total records and also frequency distributions and alerts of illogical frequency distributions by encounter type, age, gender, payer, state of residence, etc.;	M			
B51	the ability for the State to monitor progress of file submissions, validations, corrections, completeness measures, any communications made to the hospitals whether automatic or manual, and for the State to be able to observe all data observable by the hospitals within the submission, validation, correction, and approval processes. A web portal/dashboard is one example;	M			
B52	the ability for hospitals to use the same submission processes in testing data including the submission, validation, correction, and completeness check processes;	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B53	The Vendor's system shall be capable of receiving and distinguishing test submissions from Hospitals and must supply a standard test file for use by Hospitals to assist them with developing their submissions;	M			
B54	The Vendor shall provide e-mail and phone Help Desk business support Monday through Friday, 8am to 4:30pm Eastern Time, as needed. The vendor shall provide specific support to hospitals using the terms outlined in this RFP;	M			
B55	The ability to submit additional or corrected records from periods previously submitted, replacing and/or deleting records as needed;	M			
B56	The ability to perform all functions in a single access system.	P			
Secure file submission from hospitals to vendor					
	Vendor shall:				
B57	ensure transmission of data occurs within a secure connection. Secure Socket Layer requirements are outlined by State Rule. HEP1503.03€;	M			
B58	Provide a transmission mechanism which is efficient for the hospital submitter. The current DPHS SFTP submission process represents the minimum standard and is available for use. The vendor shall evaluate ease of use with the hospitals before implementing a new mechanism. A user account can be provided to Vendors allowing the use of the State's Secure File Transfer Protocol (SFTP) server. This can be made available by DoIT to facilitate the secure exchange of data to the Enterprise Data Warehouse.	M			
Encryption					
	Vendor shall:				

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B59	Encrypt name using state approved methodology per rule HEP1503.04(a)(8). Ensure consistent de-identification of personal identifiers by the hospitals by supplying de-identification software or appliance (for such time as law and rules require de-identification);	M			
Data validations					
	Vendor shall:				
B60	implement all validations outlined in 1a Validations Tab for the data elements submitted;	M			
B61	validate data so the State can successfully submit records to the HCUP system (http://www.ahrq.gov/research/data/hcup/index.html)	P			
Flexible architecture to incorporate changes to accommodate rule changes and version changes of the 837i files					
B62	Vendor shall provide a flexible architecture to incorporate changes to accommodate rule changes and version changes of the 837i files	M			
Vendor shall Perform Quality data checks prior to State review of data					
B63	Vendor shall perform quality data checks prior to State review of data per State guidance	M			
B64	Ensure that the files submitted to the State contain no duplicate records for the same patient per discharge and that the total charge equals the sum of all charges reported by revenue code categories on each record;	M			
B65	Follow up with each hospital regarding notable variations from prior patterns and trends to obtain either an explanation or corrections in a timely manner. Vendor will include this information quarterly and annually as audit findings provided to the State.	M			
Process auditing					

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	The vendor shall provide a system user audit trail for State and Hospital users which provides the ability to view a record of:				
B66	administrative actions: Login, Logout, Password reset, IP address;	M			
B67	data submission including user, date, time, and IP address;	M			
B68	users viewing validations by date, time, file, IP address;	M			
B69	users viewing completeness measures by date, time, file, IP address;	M			
B70	users making corrections by date, time, file, record, element, IP address;	M			
B71	Audit the data set as a whole on monthly, quarterly, and annual bases prior to submitting files to the State to identify potentially duplicate, missing, and miscoded records. Vendor will evaluate each hospital's data files, comparing the most current reporting period to prior comparable reports, to identify variations from expected patterns and trends including but not limited to record counts by bill type and setting; patient characteristics such as age, gender, and ZIP code distribution; payer mix; and utilization patterns by MDC, DRG, CCS, and CPT-grouped categories as applicable to identify notable variations;	P			
B72	Ensure that the files submitted to the State contain no duplicate records for the same patient per discharge and that the total charge equals the sum of all charges reported by revenue code categories on each record;	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B73	Provide analysis of resolved and unresolved instances of failure to file the Data and or correct fatal errors by hospital; assessment of progress by hospitals in meeting goals for reduced error rates for edits that require 0% errors and for those with goals that contribute to overall data quality; corrective action taken by affected hospitals in response to the State's request for corrective actions for non-filing and/ or fatal errors; and final accounting of unresolved issues by hospital and for the hospital data set as a whole.	M			
B74	Provide quarterly and annual analysis of validation reports that describe comparative trends and patterns in reporting by hospital and across the system for key attributes including but not limited to record counts by record type and setting; payer mix; patient characteristics including age, gender, and ZIP code distributions; distribution of discharges across diagnostic and procedure categories; distribution of charges across record types and diagnostic and procedure categories; comparison of total charges to the sum of revenue code charges by hospital and record type, in addition to situation specific requests as provided by the DPHS Hospital Liaison.	M			
Pricing Model					
B75	All Solution and Service costs shall be borne by the State. No fees shall be assessed to the hospitals for the performance of these Services.	M			
Outreach					
B76	The DPHS Hospital Liaison will participate in development and review of statewide written communications.	M			
B77	For targeted written communications, courtesy copies shall be provided to the DPHS Hospital Liaison.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B78	The Vendor will work, while updating the DPHS Hospital Liaison, to obtain information for and maintain an up-to-date status list of hospital file submissions, data errors, and data corrections for communicating with departmental and hospital stakeholders.	M			
B79	The Vendor shall work with the DPHS Hospital Liason to complete a monthly reconciliation process.	M			
B80	The Vendor shall support the State in the development of NH specific user materials for posting on DHHS web site (and Vendor's site).	M			
B81	All user guides, tools, documentantion, and other communications must be identified as State of NH specific documentation – no generic information may be issued to NH hospitals without State approval.	M			
B82	The Vendor must provide the State with material for a quarterly newsletter, such as Solution updates, operational status updates, user's tips, and FAQs.	P			
B83	Follow up with each hospital regarding notable variations from prior patterns and trends to obtain either an explanation or corrections in a timely manner. Vendor will include this information quarterly and annually as audit findings provided to the State.	M			
B84	Respond to the State's review and concerns addressing the data integrity findings and consulting with the State in a timely manner to address persistent and systemic data quality issues that reduce data integrity and delay timely availability of the Data to the State.	M			
B85	Work in partnership with the State to address data submission compliance, but primary responsibility for identifying data submission issues shall rest with the Vendor in consultation with the State Project Manager.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B86	Participate in the Data Workgroup to address the collection, processing, and aggregation of the Data addressing:	M			
B87	(1)Data integrity, completeness, and timeliness of reporting;	M			
B88	(2) Data requirements and definitions, coding, edits, error rates, corrections, recurring problems; and	M			
B89	(3) Any proposed changes to state-mandated hospital data reporting requirements.	M			
B90	Provide the State with current and updated data collection documentation including the file layout, data dictionary, any other pertinent documentation related to changes to specifications and State data submission requirements.	M			
B91	Provide a data submission manual (companion guide) that would supplement the Administrative Rules, as needed, to ensure the correct submission of the data. The data submission manual shall be approved by DHHS. The data submission manual will be updated and redistributed to reflect changes in statute, rules or other changes to submission methods, as needed.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
General Validation Requirements					
	The system shall allow for the following:				
V1.1	The Vendor shall collect, validate, and consolidate data files from all facilities required to submit data under RSA 126:27 and resulting Administrative Rules (http://www.gencourt.state.nh.us/rules/state_agencies/he-c1500.html).	M			
V1.2	Validation Checks for data files submitted for 2015 shall be implemented immediately upon processing of data files using the V2 Validation Checks	M			
V1.3	Validation Checks for data files submitted for 2016 and beyond shall be implemented upon processing of CY 2016 data files using the V2 and V3 Validation Checks.	M			
V1.4	Additional future data validations to be implemented in accordance with DHHS updates to the current validations listing.	M			
V1.5	The Vendor shall provide processes for validation of the submitted data files, acceptance of replacement/resubmitted files and consolidation of the accepted data, and, in particular, shall implement Validation Checks as per V 2 & V3.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V1.6	Provide each facility with a notification and report detailing the results of the validation process against their submitted data files. The report should indicate the validation status of each data file and data element and specifically provide the failure reason(s) when appropriate. Information provided shall be sufficient and clear enough for facilities to easily reconcile their submitted data to the data processed by the Vendor. For each such notification, provide a copy of the original notification and validation report to DHHS.	M			
V1.7	Reject submission of data files and accept resubmission in accordance with DHHS rules and thresholds for rejection established in consultation with DHHS.	M			
V1.8	Make every attempt to use existing validation, error reporting, and correction process as general guidelines upon implementation to limit the impact on submitting hospitals	M			
V1.9	The Vendor shall apply the validation check shown in V2 and V3 to all applicable submitted data files. Detailed information for each validation check may be found at Attachments V2 and V3.	M			
V2 Validation Checks for Data Files submitted for 2015, 2016, and beyond					
	The system shall allow for the following when processing data files submitted for 2015, 2016, and beyond.				

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V2.1	Patient Gender must be present and must be M, F, or U.	M			
V2.2	If patient residence is US, then first five digits of Patient Zip Code must be present and must be all numeric. Patient Zip Code cannot be "00000".	M			
V2.3	Patient Birth Date must be present and must be a valid date (month, day, and year).	M			
V2.4	The year in Patient Birth Date must be greater than 1900.	M			
V2.5	Patient Birth Date must be before current system date.	M			
V2.6	Patient Birth Date must be on or before Admission/Start of Care Date.	M			
V2.7	Patient Birth Date must be on or before Discharge/End of Service Date.	M			
V2.8	For Inpatient and Specialty discharge types, Admission/Start of Care Date must be present. Data element is optional for outpatient discharge type.	M			
V2.9	If present, Admission/Start of Care Date, which includes a time element, must be a valid date (month, day, and year) and time (hour and minute).	M			
V2.10	If present, the year in Admission/Start of Care Date must be greater than 2008.	M			
V2.11	If present, Admission/Start of Care Date must be before current system date.	M			
V2.12	If present, Admission/Start of Care Date must be on or after Patient Birth Date.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V2.13	If present, Admission/Start of Care Date must be on or before Discharge/End of Service Date.	M			
V2.14	Discharge/End of Service Date must be present and must be a valid date (month, day, and year).	M			
V2.15	The year in Discharge/End of Service Date must be greater than 2009.	M			
V2.16	Discharge/End of Service Date must be before current system date.	M			
V2.17	Discharge/End of Service Date must be on or after Patient Birth Date.	M			
V2.18	Discharge/End of Service Date must be on or after Admission/Start of Care Date.	M			
V2.19	Total Charge must be present and must be a valid non-negative number.	M			
V2.20	The Primary Payer Name must be present.	M			
V2.21	If claim is from a non-specialty hospital, a valid code must be present. See UB-04 manual for list of valid codes. Type of Bill is used to derive Discharge Type for non-specialty hospitals.	M			
V2.22	Statement Begin Period / Start of Service Date must be present and must be a valid date (month, day, and year).	M			
V2.23	The year in Start Of Service Date must be greater than 2008.	M			
V2.24	Start Of Service Date must be before current system date.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V2.25	Start Of Service Date must be on or before End Of Service Date.	M			
V2.26	Patient Birth Date must be on or before Start Of Service Date.	M			
V3 Validation Checks for Dataq Files submitted for 2016 and beyond					
	The system shall allow for the following when processing data files submitted for 2016 and beyond.				
V3.1	Discharge Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.	M			
V3.2	Patient Discharge Status must be present and must be a valid code.	M			
V3.3	At least one Patient Reason For Visit must be present for unscheduled outpatient visits . For an unscheduled visit, Type of Bill is 13 or 85; Priority (Type) of Visit is 1, 2, or 5; and at least one Revenue Code is 045X, 0516, 0526, or 0762.	M			
V3.4	Admission Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.	M			
V3.5	Priority (Type) of Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 9.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V3.6	Point of Origin for Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 6, 8, 9, D, E, F. For data with a Discharge/End of Service Date prior to 7/1/2010, valid codes also include: 7, B, C.	M			
V3.7	When Admit Type is = "4" (Newborn) the Point of Origin for Admissions or Visit can only be codes: 5 or 6	M			
V3.8	Each Procedure Code must include a corresponding valid Procedure Date (month, day, and year).	M			
V3.9	Patient City must be present.	M			
V3.10	If Patient Country is blank or US, then Patient State must be present. If Patient State is present, then is must be a valid state code.	M			
V3.11	If patient State is "NH" then zip code must be a valid NH zip code.	M			
V3.12	Medical Record Number must be present.	M			
V3.13	At least one race code must be present for the patient and it must be a valid code.	M			

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VALIDATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
V3.14	At least one ethnicity code must be present for the patient and it must be a valid code.	M			
V3.15	Billing Provider NPI must be present and must be 10 digits.	M			
V3.16	The Health Plan Identifier must be present for all payers present on the claim: Primary, Secondary, Tertiary.	M			
V3.17	When present, the 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.	M			
V3.18	At least one diagnosis code is required on all Inpatient and Speciality discharge types. The 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.	M			

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APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY					
A1.12	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M			
A1.13	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M			
A1.14	Assign and maintain unique user names.	M			
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M			
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M			
A1.17	Encrypt passwords in transmission and at rest within the database.	M			
A1.18	Expire passwords after 90 days.	M			
A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M			
A1.20	Provide ability to limit the number of people that can grant or change authorizations	M			
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M			
A1.22	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the web application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M			
A1.23	The application shall not store authentication credentials or sensitive data in its code.	M			
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M			

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APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY					
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (6 months)	M			
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
A1.28	The application Data shall be protected from unauthorized use when at rest.	M			
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
A1.30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M			
A1.31	Create change management documentation and procedures.	M			

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TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
	The Vendor shall be responsible for security testing, as appropriate:				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's Data.	M			
T1.2	Provide verification of testings that focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Provide verification of testing for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M			
T1.4	Provide verification of testing for Access Control; supports the management of permissions for logging onto a computer or network.	M			
T1.5	Provide verification of testing for encryption; supports the encoding of data for security purposes.	M			
T1.6	Provide verification of testing the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M			
T1.7	Provide verification of testing the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M			
T1.8	Provide verification of testing the Digital Signature; guarantees the unaltered state of a file.	M			
T1.9	Provide verification of testing the User Management feature; supports the administration of computer, application and network accounts within an organization.	M			
T1.10	Provide verification of testing Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M			

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TESTING					
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APPLICATION SECURITY TESTING					
T1.11	Provide verification of testing Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M			
T1.12	Provide verification of testing Input Validation; insures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M			
T1.14	Prior to the system being configured for New Hampshire, the vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
STANDARD TESTING					
T2.1	The Vendor must support the users during User Acceptance Testing, where by the State is able to verify and validate that the the System is working properly and the specified Services are being delivered in accordance with the Contract.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to provide the Services in this Contract.	M			
H1.2	State access will be via VPN or Internet Browser.	M			
H1.3	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption	M			
H1.4	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
H1.5	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M			
DISASTER RECOVERY					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M			
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
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H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, the servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M			
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.8	Tapes or other back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up media.	M			
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
NETWORK ARCHITECTURE					
H3.1	The Vendor must provide Services through a network offering adequate performance to meet the business requirements of the State.	M			
H3.2	The System application must be accessible to users 99% of the time.	M			
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures ensure that the State's data are protected.	M			
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology. All software and hardware shall be free of malicious code.	M			
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M			
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M			
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
H4.9	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M			
H4.10	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.11	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility must include but not be limited to, power conditioning; HVAC; UPS; generator.	M			
SERVICE LEVEL AGREEMENT					
H5.5	The Vendor response time for user support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - System - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - System - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H5.6	User support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action.	M			
H5.7	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
H5.8	The Vendor shall guarantee 99.0% uptime, exclusive of the regularly scheduled maintenance window	M			
H5.9	If The Vendor is unable to meet the 99.0% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H5.10	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:30pm- Monday thru Friday ET:	M			
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the Terms and Definitions.	M			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M			
For System Users:					
	The system shall allow for the system users to:				
O1.1	Have System access (limited and based on role)	M			
O1.2	Have a unique role-based login consisting of a username and password to access secured features of the data system	M			
O1.3	Have a self-service user login/password reset feature	M			
Hosting/Support/Training Services					
	Vendor Shall:				
O2.1	Provide on-call support to the users (hospital and state) State via email/telephone during the State's regular business hours (8am – 4:30pm ET (Eastern Time). Monday through Friday)	M			
O2.2	Provide troubleshooting services as needed	M			
O2.3	Provide Documentation as well as documentation updates, to include user manuals, system documentation (logical and physical), and system operations.	M			
O2.4	Accommodate the training needs of hospital and state users via web-conferencing as needed and/or refreshers.	M			
O2.5	Provide services for patches and upgrades on test system before promoting to Production servers	M			
Maintenance Services:					
	Vendor Shall:				
O3.1	Provide defect/bug fix correction	M			
O3.2	Provide QA testing for bug fixes	M			
O3.3	Provide patching and/or upgrades of all software	M			
O3.4	Provide Security evaluation (penetration testing per the Contract)	M			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Transition Services:					
O4.1	Provide for a transistion of services from the state to the vendor at the start of contract and provide for a transition of services from the vendor to another party at contract end.	M			

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M			
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M			
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as needed.	M			
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred contract inception to date, work completed since last status report, work to be completed before next status report, project risks, issues, & concerns, and projected travel.	M			
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation will be provided in Microsoft Office products, e.g., Word, Excel, Power Point, etc.	M			
P1.6	Vendor shall participate in monthly Status Calls or Meetings as determined by the State. Purpose is to review the Monthly Status Report and discuss significant accomplishments and upcoming activities. Meetings will be no more than 2 hours in duration.	M			
P1.7	Vendor shall participate in a Project Wrap-up meeting to present the as delivered product design, results of the User Acceptance Test, and lessons learned that may provide insights for the State for similar future procurements.	M			
P1.7	Vendor shall produce draft notes and minutes for all meetings and calls with State Project Team.	M			

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
On-Going PROJECT MANAGEMENT					
P1.9	Vendor shall participate in weekly status calls with the State's Project Manager to discuss issues and concerns related to day-to-day data collection and processing.	M			
P1.10	Vendor shall develop a draft agenda for the status calls	M			
P1.11	Vendor shall produce draft notes for the weekly status calls.	M			
P1.12	Vendor shall participate in a Monthly Status Meeting with the State's Project Manager to review project accomplishments, projected work, issues, concerns, and action items.	M			
P1.13	Vendor shall develop a draft agenda for the Status Meetings.	M			
P1.14	Vendor shall produce draft notes for the Monthly Status Meetings.	M			
P1.15	Vendor shall develop and maintain a Work Plan and Timeline for the activities related to the collection and processing of each years data files.	M			
P1.16	Vendor shall produce draft notes and minutes for all meetings and calls with State Project Team.	M			
P1.17	Vendor shall develop and maintain an Action Item and Issue Log.	M			
P1.18	Vendor shall establish and maintain a Decision Log to capture and archive decisions that impact the collection and processing of the data files.	M			

NH DHHS - RFP 2016-024
Uniform Health Facilities Discharge Data System (UHFDDS)
Business Requirements
Attachment D1

Hospital Discharge Data Set Public Use Release data elements per He-C 1500

Effective date: 3/21/2009

Below are the data elements the rule specifies HSDM to release for years 2010 and later

- (a) Type of bill;
- (b) Patient county, state, and country, as coded by the department from patient address;
- (c) Patient sex;
- (d) Patient age if under 90, and if 90 or over patient age aggregated into a single category of age 90 or older;
- (e) Patient race;
- (f) Patient ethnicity;
- (g) Admission year;
- (h) Admission hour;
- (i) Admission type;
- (j) Priority of visit;
- (k) Admission source;
- (l) Length of stay;
- (m) Discharge year;
- (n) Discharge hour;
- (o) Discharge patient status;
- (p) Condition codes;
- (q) Occurrence codes;
- (r) Value codes and amounts;
- (s) Revenue codes;
- (t) Accommodation rates/HCPCS and HIPPS rates;
- (u) Service units;
- (v) Total charges;
- (w) Payer type, as coded by the department into Commercial, Medicare, Medicaid, Other Federal Government, Workers Compensation, Uninsured, Self-Pay, and Other;
- (x) Patient's relationship to insured;
- (y) Diagnosis and procedure code qualifier;
- (z) Principal diagnosis code, and present on admission indicator;
- (aa) Other diagnosis codes;
- (ab) Admitting diagnosis;
- (ac) Patient's reason for visit;
- (ad) Diagnosis related group (DRG), as coded by the department where data is sufficient;
- (ae) E-codes;
- (af) Principal procedure code;
- (ag) Other procedure codes;
- (ah) Health care facility name;
- (ai) Health care facility type, as coded by the department according to facility license; and
- (aj) Record type flag for inpatient and outpatient, as coded by the department from type of bill.

NH DHHS - RFP 2016-024

Uniform Health Facilities Discharge Data System (UHFDDS)

Business Requirements

Attachment D2

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
HDD_DISCHARGE_ID	NUMBER	22
DISCHARGE_TYPE_CDE	CHAR	2
HOSPITAL_CDE	CHAR	3
HOSPITAL_NME	VARCHAR2	42
HOSPITAL_TYPE_CDE	CHAR	2
FACILITY_TYPE_1_CDE	CHAR	2
FACILITY_TYPE_2_CDE	CHAR	2
PT_RESIDENCE_CDE	CHAR	5
PT_ZIP_CDE	VARCHAR2	10
PT_BIRTH_DT	DATE	7
PT_AGE_NBR	NUMBER	22
PT_GENDER_CDE	CHAR	1
PT_RACE_1_CDE	CHAR	2
PT_RACE_2_CDE	CHAR	2
PT_RACE_3_CDE	CHAR	2
PT_ETHNICITY_1_CDE	CHAR	2
PT_ETHNICITY_2_CDE	CHAR	2
PT_RELATIONSHIP_CDE	CHAR	2
ADMISSION_DT	DATE	7
ADMISSION_YEAR_TXT	CHAR	4
ADMISSION_HOUR_NBR	NUMBER	22
ADMISSION_TYPE_1_CDE	CHAR	1
ADMISSION_TYPE_2_CDE	CHAR	1
ADMISSION_SOURCE_1_CDE	CHAR	1
ADMISSION_SOURCE_2_CDE	CHAR	1
DISCHARGE_DT	DATE	7
DISCHARGE_HOUR_NBR	NUMBER	22
DISCHARGE_YEAR_TXT	CHAR	4
LENGTH_OF_STAY_NBR	NUMBER	22
PT_DISCHARGE_STATUS_1_CDE	CHAR	2
PT_DISCHARGE_STATUS_2_CDE	CHAR	2
CONDITION_1_CDE	CHAR	2
CONDITION_2_CDE	CHAR	2
CONDITION_3_CDE	CHAR	2
CONDITION_4_CDE	CHAR	2
CONDITION_5_CDE	CHAR	2
CONDITION_6_CDE	CHAR	2
CONDITION_7_CDE	CHAR	2
CONDITION_8_CDE	CHAR	2
OCCURRENCE_1_CDE	CHAR	2
OCCURRENCE_2_CDE	CHAR	2
OCCURRENCE_3_CDE	CHAR	2

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
OCCURRENCE_4_CDE	CHAR	2
OCCURRENCE_5_CDE	CHAR	2
OCCURRENCE_6_CDE	CHAR	2
OCCURRENCE_7_CDE	CHAR	2
OCCURRENCE_8_CDE	CHAR	2
OCCURRENCE_9_CDE	CHAR	2
OCCURRENCE_10_CDE	CHAR	2
OCCURRENCE_11_CDE	CHAR	2
OCCURRENCE_12_CDE	CHAR	2
OCCURRENCE_13_CDE	CHAR	2
VALUE_1_CDE	CHAR	2
VALUE_2_CDE	CHAR	2
VALUE_3_CDE	CHAR	2
VALUE_4_CDE	CHAR	2
VALUE_5_CDE	CHAR	2
VALUE_6_CDE	CHAR	2
VALUE_7_CDE	CHAR	2
VALUE_8_CDE	CHAR	2
VALUE_9_CDE	CHAR	2
VALUE_10_CDE	CHAR	2
VALUE_11_CDE	CHAR	2
VALUE_12_CDE	CHAR	2
VALUE_1_AMT	NUMBER	22
VALUE_2_AMT	NUMBER	22
VALUE_3_AMT	NUMBER	22
VALUE_4_AMT	NUMBER	22
VALUE_5_AMT	NUMBER	22
VALUE_6_AMT	NUMBER	22
VALUE_7_AMT	NUMBER	22
VALUE_8_AMT	NUMBER	22
VALUE_9_AMT	NUMBER	22
VALUE_10_AMT	NUMBER	22
VALUE_11_AMT	NUMBER	22
VALUE_12_AMT	NUMBER	22
TTL_DISCHARGE_CHG_AMT	NUMBER	22
PAYER_1_CDE	CHAR	1
PAYER_2_CDE	CHAR	1
PAYER_3_CDE	CHAR	1
DX_AND_PROCEDURE_QUAL_CDE	CHAR	1
PRINCIPAL_DX_1_CDE	CHAR	5
PRINCIPAL_DX_2_CDE	CHAR	5
PRINCIPAL_DX_3_CDE	CHAR	5
PRINCIPAL_DX_1_POA_CDE	CHAR	1
PRINCIPAL_DX_2_POA_CDE	CHAR	1
PRINCIPAL_DX_3_POA_CDE	CHAR	1
AGENCY_DRG_CDE	CHAR	3
OTHER_DX_1_CDE	CHAR	5
OTHER_DX_2_CDE	CHAR	5
OTHER_DX_3_CDE	CHAR	5

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
OTHER_DX_4_CDE	CHAR	5
OTHER_DX_5_CDE	CHAR	5
OTHER_DX_6_CDE	CHAR	5
OTHER_DX_7_CDE	CHAR	5
OTHER_DX_8_CDE	CHAR	5
OTHER_DX_9_CDE	CHAR	5
OTHER_DX_10_CDE	CHAR	5
OTHER_DX_11_CDE	CHAR	5
OTHER_DX_12_CDE	CHAR	5
OTHER_DX_13_CDE	CHAR	5
OTHER_DX_14_CDE	CHAR	5
OTHER_DX_15_CDE	CHAR	5
OTHER_DX_16_CDE	CHAR	5
OTHER_DX_17_CDE	CHAR	5
OTHER_DX_18_CDE	CHAR	5
OTHER_DX_19_CDE	CHAR	5
OTHER_DX_20_CDE	CHAR	5
OTHER_DX_21_CDE	CHAR	5
ADMITTING_DX_1_CDE	CHAR	7
ADMITTING_DX_2_CDE	CHAR	7
ADMITTING_DX_3_CDE	CHAR	7
PT_REASON_FOR_VISIT_1_CDE	VARCHAR2	38
PT_REASON_FOR_VISIT_2_CDE	VARCHAR2	38
PT_REASON_FOR_VISIT_3_CDE	VARCHAR2	38
PT_REASON_FOR_VISIT_4_CDE	VARCHAR2	38
EXTERNAL_CAUSE_OF_INJURY_1_CDE	CHAR	6
EXTERNAL_CAUSE_OF_INJURY_2_CDE	CHAR	6
EXTERNAL_CAUSE_OF_INJURY_3_CDE	CHAR	6
EXTERNAL_CAUSE_OF_INJURY_4_CDE	CHAR	6
EXTERNAL_CAUSE_OF_INJURY_5_CDE	CHAR	6
PRINCIPAL_PROCEDURE_1_CDE	CHAR	5
PRINCIPAL_PROCEDURE_2_CDE	CHAR	5
OTHER_PROCEDURE_1_CDE	CHAR	4
OTHER_PROCEDURE_2_CDE	CHAR	4
OTHER_PROCEDURE_3_CDE	CHAR	4
OTHER_PROCEDURE_4_CDE	CHAR	4
OTHER_PROCEDURE_5_CDE	CHAR	4
OTHER_PROCEDURE_6_CDE	CHAR	4
OTHER_PROCEDURE_7_CDE	CHAR	4
OTHER_PROCEDURE_8_CDE	CHAR	4
OTHER_PROCEDURE_9_CDE	CHAR	4
OTHER_PROCEDURE_10_CDE	CHAR	4
OTHER_PROCEDURE_11_CDE	CHAR	4
OTHER_PROCEDURE_12_CDE	CHAR	4
REVENUE_1_CDE	CHAR	4
REVENUE_2_CDE	CHAR	4
REVENUE_3_CDE	CHAR	4
REVENUE_4_CDE	CHAR	4
REVENUE_5_CDE	CHAR	4

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
REVENUE_6_CDE	CHAR	4
REVENUE_7_CDE	CHAR	4
REVENUE_8_CDE	CHAR	4
REVENUE_9_CDE	CHAR	4
REVENUE_10_CDE	CHAR	4
REVENUE_11_CDE	CHAR	4
REVENUE_12_CDE	CHAR	4
REVENUE_13_CDE	CHAR	4
REVENUE_14_CDE	CHAR	4
REVENUE_15_CDE	CHAR	4
REVENUE_16_CDE	CHAR	4
REVENUE_17_CDE	CHAR	4
REVENUE_18_CDE	CHAR	4
HCPCS_1_CDE	CHAR	7
HCPCS_2_CDE	CHAR	7
HCPCS_3_CDE	CHAR	7
HCPCS_4_CDE	CHAR	7
HCPCS_5_CDE	CHAR	7
HCPCS_6_CDE	CHAR	7
HCPCS_7_CDE	CHAR	7
HCPCS_8_CDE	CHAR	7
HCPCS_9_CDE	CHAR	7
HCPCS_10_CDE	CHAR	7
HCPCS_11_CDE	CHAR	7
HCPCS_12_CDE	CHAR	7
HCPCS_13_CDE	CHAR	7
HCPCS_14_CDE	CHAR	7
HCPCS_15_CDE	CHAR	7
HCPCS_16_CDE	CHAR	7
HCPCS_17_CDE	CHAR	7
HCPCS_18_CDE	CHAR	7
HCPCS_1_MODIFIER_1_CDE	CHAR	2
HCPCS_2_MODIFIER_1_CDE	CHAR	2
HCPCS_3_MODIFIER_1_CDE	CHAR	2
HCPCS_4_MODIFIER_1_CDE	CHAR	2
HCPCS_5_MODIFIER_1_CDE	CHAR	2
HCPCS_6_MODIFIER_1_CDE	CHAR	2
HCPCS_7_MODIFIER_1_CDE	CHAR	2
HCPCS_8_MODIFIER_1_CDE	CHAR	2
HCPCS_9_MODIFIER_1_CDE	CHAR	2
HCPCS_10_MODIFIER_1_CDE	CHAR	2
HCPCS_11_MODIFIER_1_CDE	CHAR	2
HCPCS_12_MODIFIER_1_CDE	CHAR	2
HCPCS_13_MODIFIER_1_CDE	CHAR	2
HCPCS_14_MODIFIER_1_CDE	CHAR	2
HCPCS_15_MODIFIER_1_CDE	CHAR	2
HCPCS_16_MODIFIER_1_CDE	CHAR	2
HCPCS_17_MODIFIER_1_CDE	CHAR	2
HCPCS_18_MODIFIER_1_CDE	CHAR	2

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
HCPCS_1_MODIFIER_2_CDE	CHAR	2
HCPCS_2_MODIFIER_2_CDE	CHAR	2
HCPCS_3_MODIFIER_2_CDE	CHAR	2
HCPCS_4_MODIFIER_2_CDE	CHAR	2
HCPCS_5_MODIFIER_2_CDE	CHAR	2
HCPCS_6_MODIFIER_2_CDE	CHAR	2
HCPCS_7_MODIFIER_2_CDE	CHAR	2
HCPCS_8_MODIFIER_2_CDE	CHAR	2
HCPCS_9_MODIFIER_2_CDE	CHAR	2
HCPCS_10_MODIFIER_2_CDE	CHAR	2
HCPCS_11_MODIFIER_2_CDE	CHAR	2
HCPCS_12_MODIFIER_2_CDE	CHAR	2
HCPCS_13_MODIFIER_2_CDE	CHAR	2
HCPCS_14_MODIFIER_2_CDE	CHAR	2
HCPCS_15_MODIFIER_2_CDE	CHAR	2
HCPCS_16_MODIFIER_2_CDE	CHAR	2
HCPCS_17_MODIFIER_2_CDE	CHAR	2
HCPCS_18_MODIFIER_2_CDE	CHAR	2
HCPCS_1_MODIFIER_3_CDE	CHAR	2
HCPCS_2_MODIFIER_3_CDE	CHAR	2
HCPCS_3_MODIFIER_3_CDE	CHAR	2
HCPCS_4_MODIFIER_3_CDE	CHAR	2
HCPCS_5_MODIFIER_3_CDE	CHAR	2
HCPCS_6_MODIFIER_3_CDE	CHAR	2
HCPCS_7_MODIFIER_3_CDE	CHAR	2
HCPCS_8_MODIFIER_3_CDE	CHAR	2
HCPCS_9_MODIFIER_3_CDE	CHAR	2
HCPCS_10_MODIFIER_3_CDE	CHAR	2
HCPCS_11_MODIFIER_3_CDE	CHAR	2
HCPCS_12_MODIFIER_3_CDE	CHAR	2
HCPCS_13_MODIFIER_3_CDE	CHAR	2
HCPCS_14_MODIFIER_3_CDE	CHAR	2
HCPCS_15_MODIFIER_3_CDE	CHAR	2
HCPCS_16_MODIFIER_3_CDE	CHAR	2
HCPCS_17_MODIFIER_3_CDE	CHAR	2
HCPCS_18_MODIFIER_3_CDE	CHAR	2
HCPCS_1_MODIFIER_4_CDE	CHAR	2
HCPCS_2_MODIFIER_4_CDE	CHAR	2
HCPCS_3_MODIFIER_4_CDE	CHAR	2
HCPCS_4_MODIFIER_4_CDE	CHAR	2
HCPCS_5_MODIFIER_4_CDE	CHAR	2
HCPCS_6_MODIFIER_4_CDE	CHAR	2
HCPCS_7_MODIFIER_4_CDE	CHAR	2
HCPCS_8_MODIFIER_4_CDE	CHAR	2
HCPCS_9_MODIFIER_4_CDE	CHAR	2
HCPCS_10_MODIFIER_4_CDE	CHAR	2
HCPCS_11_MODIFIER_4_CDE	CHAR	2
HCPCS_12_MODIFIER_4_CDE	CHAR	2
HCPCS_13_MODIFIER_4_CDE	CHAR	2

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
HCPCS_14_MODIFIER_4_CDE	CHAR	2
HCPCS_15_MODIFIER_4_CDE	CHAR	2
HCPCS_16_MODIFIER_4_CDE	CHAR	2
HCPCS_17_MODIFIER_4_CDE	CHAR	2
HCPCS_18_MODIFIER_4_CDE	CHAR	2
SVC_LINE_1_UNITS_AMT	NUMBER	22
SVC_LINE_2_UNITS_AMT	NUMBER	22
SVC_LINE_3_UNITS_AMT	NUMBER	22
SVC_LINE_4_UNITS_AMT	NUMBER	22
SVC_LINE_5_UNITS_AMT	NUMBER	22
SVC_LINE_6_UNITS_AMT	NUMBER	22
SVC_LINE_7_UNITS_AMT	NUMBER	22
SVC_LINE_8_UNITS_AMT	NUMBER	22
SVC_LINE_9_UNITS_AMT	NUMBER	22
SVC_LINE_10_UNITS_AMT	NUMBER	22
SVC_LINE_11_UNITS_AMT	NUMBER	22
SVC_LINE_12_UNITS_AMT	NUMBER	22
SVC_LINE_13_UNITS_AMT	NUMBER	22
SVC_LINE_14_UNITS_AMT	NUMBER	22
SVC_LINE_15_UNITS_AMT	NUMBER	22
SVC_LINE_16_UNITS_AMT	NUMBER	22
SVC_LINE_17_UNITS_AMT	NUMBER	22
SVC_LINE_18_UNITS_AMT	NUMBER	22
ACCOMMODATION_RATE_1_AMT	NUMBER	22
ACCOMMODATION_RATE_2_AMT	NUMBER	22
ACCOMMODATION_RATE_3_AMT	NUMBER	22
ACCOMMODATION_RATE_4_AMT	NUMBER	22
ACCOMMODATION_RATE_5_AMT	NUMBER	22
ACCOMMODATION_RATE_6_AMT	NUMBER	22
ACCOMMODATION_RATE_7_AMT	NUMBER	22
ACCOMMODATION_RATE_8_AMT	NUMBER	22
ACCOMMODATION_RATE_9_AMT	NUMBER	22
ACCOMMODATION_RATE_10_AMT	NUMBER	22
ACCOMMODATION_RATE_11_AMT	NUMBER	22
ACCOMMODATION_RATE_12_AMT	NUMBER	22
ACCOMMODATION_RATE_13_AMT	NUMBER	22
ACCOMMODATION_RATE_14_AMT	NUMBER	22
ACCOMMODATION_RATE_15_AMT	NUMBER	22
ACCOMMODATION_RATE_16_AMT	NUMBER	22
ACCOMMODATION_RATE_17_AMT	NUMBER	22
ACCOMMODATION_RATE_18_AMT	NUMBER	22
CREATION_ID	VARCHAR2	30
LST_UPDT_ID	VARCHAR2	30
CREATION_DT	DATE	7
LST_UPDT_DT	DATE	7
PT_PRIMARY_LANGUAGE_SPOKEN_TXT	VARCHAR2	30
PT_COUNTRY_CDE	VARCHAR2	15
ATTENDING_PHYSICIAN_NPI_ID	VARCHAR2	16
OPERATING_PHYSICIAN_NPI_ID	VARCHAR2	16

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
OTHER_PROVIDER_NPI_ID	VARCHAR2	16
HOSPITAL_DRG_CDE	CHAR	3
AGENCY_MDC_CDE	CHAR	2
OTHER_DX_POA_1_CDE	CHAR	1
OTHER_DX_POA_2_CDE	CHAR	1
OTHER_DX_POA_3_CDE	CHAR	1
OTHER_DX_POA_4_CDE	CHAR	1
OTHER_DX_POA_5_CDE	CHAR	1
OTHER_DX_POA_6_CDE	CHAR	1
OTHER_DX_POA_7_CDE	CHAR	1
OTHER_DX_POA_8_CDE	CHAR	1
OTHER_DX_POA_9_CDE	CHAR	1
OTHER_DX_POA_10_CDE	CHAR	1
OTHER_DX_POA_11_CDE	CHAR	1
OTHER_DX_POA_12_CDE	CHAR	1
OTHER_DX_POA_13_CDE	CHAR	1
OTHER_DX_POA_14_CDE	CHAR	1
OTHER_DX_POA_15_CDE	CHAR	1
OTHER_DX_POA_16_CDE	CHAR	1
OTHER_DX_POA_17_CDE	CHAR	1
OTHER_DX_POA_18_CDE	CHAR	1
OTHER_DX_POA_19_CDE	CHAR	1
OTHER_DX_POA_20_CDE	CHAR	1
OTHER_DX_POA_21_CDE	CHAR	1
SVC_LINE_1_DT	DATE	7
SVC_LINE_2_DT	DATE	7
SVC_LINE_3_DT	DATE	7
SVC_LINE_4_DT	DATE	7
SVC_LINE_5_DT	DATE	7
SVC_LINE_6_DT	DATE	7
SVC_LINE_7_DT	DATE	7
SVC_LINE_8_DT	DATE	7
SVC_LINE_9_DT	DATE	7
SVC_LINE_10_DT	DATE	7
SVC_LINE_11_DT	DATE	7
SVC_LINE_12_DT	DATE	7
SVC_LINE_13_DT	DATE	7
SVC_LINE_14_DT	DATE	7
SVC_LINE_15_DT	DATE	7
SVC_LINE_16_DT	DATE	7
SVC_LINE_17_DT	DATE	7
SVC_LINE_18_DT	DATE	7
STATEMENT_FROM_DT	DATE	7
STATEMENT_TO_DT	DATE	7
ATTEND_PHYSICIAN_FIRST_NME	VARCHAR2	25
ATTEND_PHYSICIAN_LAST_NME	VARCHAR2	35
BILL_PROVIDER_NPI_ID	VARCHAR2	16
BILL_PROVIDER_NME	VARCHAR2	32
BILL_PROVIDER_ADDR_1_TXT	VARCHAR2	25

Consolidated Claims as Discharges Current File Layout

COLUMN NAME	DATA TYPE	DATA LENGTH
OPERATING_PHYS_FIRST_NME	VARCHAR2	25
OPERATING_PHYS_LAST_NME	VARCHAR2	35
OTHER_PROVIDER_FIRST_NME	VARCHAR2	25
OTHER_PROVIDER_LAST_NME	VARCHAR2	35
PAYER_1_NME	VARCHAR2	45
PAYER_2_NME	VARCHAR2	45
PAYER_3_NME	VARCHAR2	45
PAYER_PLAN_1_CDE	VARCHAR2	12
PAYER_PLAN_2_CDE	VARCHAR2	12
PAYER_PLAN_3_CDE	VARCHAR2	12
PT_MEDICAL_RECORD_NBR_CDE	VARCHAR2	18
PT_CONTROL_NBR_CDE	VARCHAR2	20
PT_FIRST_NME	VARCHAR2	128
PT_MIDDLE_NME	VARCHAR2	128
PT_LAST_NME	VARCHAR2	128
PT_SUFFIX_NME	VARCHAR2	10
PT_ADDRESS_1_TXT	VARCHAR2	55
PT_ADDRESS_2_TXT	VARCHAR2	55
PT_CITY_NME	VARCHAR2	35
PT_STATE_OR_PROVINCE_TXT	VARCHAR2	15
ENCOUNTER_TYPE_CDE	CHAR	3

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Uniform Health Facilities Discharge Data System (UHFDDS)					
Validation Requirements					
Attachment V2					
Rule #	Data Element Name	Error Description	Data Source / Derivation / Notes	UB-04 Form Locator	Validation Rule
V2.1	Patient Gender Code	Invalid/Missing Patient Gender Code	837 file from hospital	FL11	Patient Gender must be present and must be M, F, or U.
V2.2	Patient Residence Zip Code	Invalid/Missing Patient Zip Code	837 file from hospital	FL09d	If patient residence is US, then first five digits of Patient Zip Code must be present and must be all numeric. Patient Zip Code cannot be "00000".
V2.3	Patient Birth Date	Invalid/Missing Patient Birth Date	837 file from hospital	FL10	Patient Birth Date must be present and must be a valid date (month, day, and year).
V2.4	Patient Birth Date	Year in Birth Date Not After 1900			The year in Patient Birth Date must be greater than 1900.
V2.5	Patient Birth Date	Birth Date Not Before Current Date			Patient Birth Date must be before current system date.
V2.6	Patient Birth Date	Birth Date After Admission/Start of Service Date	Converse of Rule 11		Patient Birth Date must be on or before Admission/Start of Care Date.
V2.7	Patient Birth Date	Birth Date After Discharge/End of Service Date	Converse of Rule 16		Patient Birth Date must be on or before Discharge/End of Service Date.
V2.8	Admission/Start of Care Date	Missing Admission/Start of Care Date	837 file from hospital	FL12	For Inpatient and Specialty discharge types, Admission/Start of Care Date must be present. Data element is optional for outpatient discharge type.
V2.9	Admission/Start of Care Date	Invalid Admission/Start of Care Date			If present, Admission/Start of Care Date, which includes a time element, must be a valid date (month, day, and year) and time (hour and minute).
V2.10	Admission/Start of Care Date	Year in Admission/Start of Care Date Not After 2008			If present, the year in Admission/Start of Care Date must be greater than 2008.

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Validation Requirements					
Attachment V2					
Rule #	Data Element Name	Error Description	Data Source / Derivation / Notes	UB-04 Form Locator	Validation Rule
V2.11	Admission/Start of Care Date	Admission/Start of Care Date Not Before Current Date			If present, Admission/Start of Care Date must be before current system date.
V2.12	Admission/Start of Care Date	Birth Date After Admission/Start of Service Date	Converse of Rule 6		If present, Admission/Start of Care Date must be on or after Patient Birth Date.
V2.13	Admission/Start of Care Date	Admission/Start of Care Date After Discharge/End of Service Date	Converse of Rule 17		If present, Admission/Start of Care Date must be on or before Discharge/End of Service Date.
V2.14	Discharge/End of Service Date	Invalid/Missing Discharge/End of Service Date	837 file from hospital	FL06	Discharge/End of Service Date must be present and must be a valid date (month, day, and year).
V2.15	Discharge/End of Service Date	Year in Discharge/End of Service Date Not After 2009			The year in Discharge/End of Service Date must be greater than 2009.
V2.16	Discharge/End of Service Date	Discharge/End of Service Date Not Before Current Date			Discharge/End of Service Date must be before current system date.
V2.17	Discharge/End of Service Date	Birth Date After Discharge/End of Service Date	Converse of Rule 7		Discharge/End of Service Date must be on or after Patient Birth Date.
V2.18	Discharge/End of Service Date	Admission/Start of Care Date After Discharge/End of Service Date	Converse of Rule 12		Discharge/End of Service Date must be on or after Admission/Start of Care Date.
	Discharge/End of Service Date				Discharge/End of Service Date must fall within the time period for which the data was submitted. Validation will not be implemented.
	Discharge Year		Derived from Discharge/End of Service Date		No validation. Will be available (derived) in an EDW view.

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Rule #	Data Element Name	Error Description	Data Source / Derivation / Notes	UB-04 Form Locator	Validation Rule
	Patient Age in Years		Age in Years is the difference between Admission/Start of Care Date and Patient Birth Date, rounded down to the nearest year.		No validation. Will be available (derived) in an EDW view.
	Length of Stay in Days		Length of Stay (LOS) is the difference between Discharge/End of Service Date and Admission/Start of Care Date in days. If LOS = 0 (because these two dates are the same - admitted and discharged on the same day), then Length of Stay should be set to 1.		If Length of Stay is greater than 30, then a warning message will be issued that will ask the hospital to verify Admission and Discharge Dates. Validation will not be implemented. Data element will be available (derived) in an EDW view.
	Principal Diagnosis Code		837 file from hospital	FL67	A valid ICD9 diagnosis code must be present. Principal Diagnosis Code must be validated against the list of valid ICD9 diagnosis codes for the fiscal year in which the Discharge Date falls. Validation will not be implemented.
	Principal Procedure Code		837 file from hospital	FL74	If the Principal Procedure Code is present, then it must be an ICD9 procedure code that was valid during the fiscal year in which the Discharge Date falls. Validation will not be implemented.
V2.19	Total Charge Amount	Invalid/Missing Total Charge	837 file from hospital	FL47	Total Charge must be present and must be a valid non-negative number.

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Attachment V2					
Rule #	Data Element Name	Error Description	Data Source / Derivation / Notes	UB-04 Form Locator	Validation Rule
	Total Charge Amount				If Total Charge is zero or greater than 999999.99, then a warning message will be issued that will ask the hospital to verify Total Charge Amount. Validation will not be implemented.
V2.20	Payer Name	Missing Payer Name	837 file from hospital	FL50	The Primary Payer Name must be present.
	Hospital Code		A code that uniquely identifies the hospital.		No validation. Will be derived when processing the claim.
	Discharge Type		If claim is from a specialty hospital, then Discharge Type is set to "SP" (Specialty); otherwise, Discharge Type is "IP" (Inpatient) or "OP" (Outpatient), depending on Type of Bill on the 837 file. If Discharge Type cannot be derived using Type of Bill,		No validation. Will be derived when processing the claim.
V2.21	Type of Bill	Invalid Type of Bill	837 file from hospital	FL04	If claim is from a non-specialty hospital, a valid code must be present. See UB-04 manual for list of valid codes. Type of Bill is used to derive Discharge Type for non-specialty hospitals.
V2.22	Statement Begin Period / Start of Service Date	Invalid/Missing Start Of Service Date	837 file from hospital. Statement Begin Period and Start of Service Date both refer to the same data element. See FL06 in UB-04 manual for more information.		Statement Begin Period / Start of Service Date must be present and must be a valid date (month, day, and year).
V2.23	Statement Begin Period / Start of Service Date	Year in Start Of Service Date Not After 2008			The year in Start Of Service Date must be greater than 2008.

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Validation Requirements					
Attachment V2					
Rule #	Data Element Name	Error Description	Data Source / Derivation / Notes	UB-04 Form Locator	Validation Rule
V2.24	Statement Begin Period / Start of Service Date	Start of Service Date Not Before Current Date			Start Of Service Date must be before current system date.
V2.25	Statement Begin Period / Start of Service Date & Discharge / End of Service Date	Start Of Service Date After End Of Service Date	Discharge Date, End of Service Date, and Statement End Period all refer to the same data element. See FL06 in UB-04 manual for more information.		Start Of Service Date must be on or before End Of Service Date.
V2.26	Statement Begin Period / Start of Service Date	Birth Date After Start of Service Date			Patient Birth Date must be on or before Start Of Service Date.
	Notes				
	Validations are for all discharge types - Inpatient, Outpatient, Specialty - unless specifically stated otherwise in the validation rule.				

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Uniform Health Facilities Discharge Data System (UHFDDS)					
Validation Requirements					
Attachment V3					
Rule #	Data Element Name	Error Description	Field Locator	Data Source / Derivation / Notes	Validation Rule
V3.1	Discharge Hour	Invalid/Missing Discharge Hour	FL 16	837 file from hospital. Value is a code (from 00 to 23) that equates to a one-hour time span. See FL16 in UB-04 manual for a list of codes and definitions.	Discharge Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.
V3.2	Patient Discharge Status	Invalid/Missing Patient Discharge Status	FL 17	837 file from hospital. We will make sure a valid code is present. We won't validate that the right code is being used in the right circumstance. See FL17 in UB-04 manual for valid codes.	Patient Discharge Status must be present and must be a valid code.
V3.3	Patient Reason For Visit	Missing Patient Reason For Visit	FL 70	837 file from hospital. The ICD-CM diagnosis code(s) describing the patient's reason for visit at time of outpatient registration. A claim may have a maximum of 3 codes. See FL70 in UB-04 manual for more information about this data element.	At least one Patient Reason For Visit must be present for unscheduled outpatient visits . For an unscheduled visit, Type of Bill is 13 or 85; Priority (Type) of Visit is 1, 2, or 5; and at least one Revenue Code is 045X, 0516, 0526, or 0762.
V3.4	Admission Hour	Invalid/Missing Admission Hour	FL 13	837 file from hospital. Value is a code (from 00 to 23) that equates to a one-hour time span. See FL13 in UB-04 manual for a list of codes and definitions.	Admission Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.
V3.5	Priority (Type) of Admission or Visit	Invalid/Missing Admission Type	FL 14	837 file from hospital. See FL14 in UB-04 manual for a list of codes and definitions for Priority (Type) of Admission or Visit (also called Admission Type).	Priority (Type) of Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 9.
V3.6	Point of Origin for Admission or Visit	Invalid/Missing Admission Source	FL 15	837 file from hospital. See FL15 in UB-04 manual for a list of codes and definitions for Point of Origin for Admission or Visit (also called Admission Source).	Point of Origin for Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 6, 8, 9, D, E, F. For data with a Discharge/End of Service Date prior to 7/1/2010, valid codes also include: 7, B, C.

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Rule #	Data Element Name	Error Description	Field Locator	Data Source / Derivation / Notes	Validation Rule
V3.7	Point of Origin for Admission or Visit	Invalid Newborn Admission Source	FL 15	837 file from hospital. See FL15 in UB-04 manual for a list of codes and definitions for Point of Origin for Admission or Visit (also called Admission Source).	When Admit Type is = "4" (Newborn) the Point of Origin for Admissions or Visit can only be codes: 5 or 6
V3.8	Principal/Other Procedure Date	Invalid/Missing Procedure Date	FL 74	837 file from hospital. See FL74 and FL74a-e in UB-04 manual for more information. A claim can have a maximum of 11 Other Procedure Codes and Dates.	Each Procedure Code must include a corresponding valid Procedure Date (month, day, and year).
V3.9	Patient City	Missing Patient City	FL 9B	837 file from hospital.	Patient City must be present.
V3.10	Patient State	Invalid/Missing Patient State	FL 9C	837 file from hospital. Patient State is only required if Patient Country is USA. A missing Patient Country is assumed to be USA. If the country is USA and is entered, the ISO code "US" is used.	If Patient Country is blank or US, then Patient State must be present. If Patient State is present, then there must be a valid state code.
V3.11	Patient Zip	Not a Valid NH Zip Code	FL 9D	837 file from hospital.	If patient State is "NH" then zip code must be a valid NH zip code.
V3.12	Medical Record Number	Missing Medical Record Number	FL 3B	837 file from hospital.	Medical Record Number must be present.
V3.13	Patient Race Code	Invalid/Missing Race Code	N/A	See Section 8.3 in NH Health Care Facility Discharge Data Submission Manual for list of valid race codes. One or more race codes can be specified for a patient.	At least one race code must be present for the patient and it must be a valid code.
V3.14	Patient Ethnicity Code	Invalid/Missing Ethnicity	N/A	See Section 8.3 in NH Health Care Facility Discharge Data Submission Manual for list of valid ethnicity codes. One or more ethnicity codes can be specified for a patient.	At least one ethnicity code must be present for the patient and it must be a valid code.
V3.15	Billing Provider NPI	Missing/Invalid Billing Provider NPI	FL 56	837 file from hospital.	Billing Provider NPI must be present and must be 10 digits.

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Validation Requirements					
Attachment V3					
Rule #	Data Element Name	Error Description	Field Locator	Data Source / Derivation / Notes	Validation Rule
V3.16	Health Plan Identifier	Missing Health Plan Identifier	FL 51	837 file from hospital. See FL51 in UB-04 manual for more information. A claim can have a maximum of 3 Health Plan Identifiers.	The Health Plan Identifier must be present for all payers present on the claim: Primary, Secondary, Tertiary.
V3.17	Procedure Code	Principle Procedure Code	FL 74	837 file from hospital.	When present, the 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.
V3.18	Diagnosis Code	Missing Principle Diagnosis Code	FL 66	837 file from hospital.	At least one diagnosis code is required on all Inpatient and Speciality discharge types. The 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.
Notes					
Validations are for all discharge types - Inpatient, Outpatient, Specialty - unless specifically stated otherwise in the validation rule.					